

Collective Agreement

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Local 363

January 1, 2020 to December 31, 2023

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*All changes appear in **bold**.

This Agreement made this 8th day of September, 2021.

between:

Winnipeg Clinic Medical Corporation

(hereinafter referred to as the “Clinic”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

WHEREAS the Clinic and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Clinic and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation.

Now, Therefore, The Union And The Clinic Mutually Agree As Follows:

Article 1 Expiration and Renewal

1:01 This Agreement has a term of four (4) years and expires December 31, **2023**.
All employees will receive back pay on wage changes to January 1, **2020**.

1:02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days before the expiratory date of its desire to negotiate a revised Agreement.

1:03 Where the required notice for revision is given by either party, negotiations shall be commenced promptly so that if it is reasonably possible, revisions of

this Agreement may be concluded within the notification period. During the period of negotiations, this Agreement shall remain in full force and effect. Negotiations may be terminated by either party giving to the other party thirty (30) days prior written notice.

Article 2 Nature of the Bargaining Unit

- 2:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board Certificate Number MLB-6794 and MLB-7169, or as may be granted voluntary recognition by the Employer and identified in the Salary Schedule.
- 2:02** 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 when bargaining unit members are not available.
- 2:03** **Confidentiality**
Patient medical information is confidential. Any unauthorized release of confidential patient medical information shall be subject to disciplinary action up to and including termination as outlined in the “Confidentiality Policy Governing the Protection of Personal Health Information”.

Article 3 Definitions

- 3:01** “Full-time Employee” - A full time employee shall be an employee scheduled to work thirty-seven and one half (37½) hours per week.
- 3:02** “Part-time Employee” - A part time employee shall be an employee scheduled to work less than thirty-seven and one half (37½) hours per week.

Part time employees shall be covered by all provisions of this Agreement unless otherwise specified and, if eligible, will receive a prorata share of salary, annual vacation, general holidays, pension, and sick leave.

3:03 “Term Employee” - Means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A term employee shall not be engaged for a period greater than twelve (12) months **or up to eighty (80) weeks when providing maternity/parental leave coverage** unless mutually agreed by the Union and the Employer.

The terms of this Agreement shall not apply to term employees except as provided for below:

- (a) Term employees shall receive vacation pay calculated in accordance with Article **39**.
- (b) Term employees shall be paid not less than the start rate or up to the third step for the position to which they are assigned.
- (c) Term employees shall have Union dues deducted in accordance with Article **7**.
- (d) Term employees shall be entitled to compensation for overtime in accordance with Article **26**.
- (e) Article **11** Grievance Procedure, shall apply to term employees only with respect to the matters of this Article.
- (f) Time worked as a term employee shall not be counted for seniority purposes unless the term employee goes, without interruption of service, to a full or part time position.
- (g) Term employees (newly hired) are subject to Article **21**.
- (h) Statutory Holidays - pay shall be in accordance with Article **16**.
- (i) Term employees shall be entitled to leave in accordance with Article **41 and 42** - Bereavement Leave and Compassionate Care Leave.
- (j) Term employees cannot bid for vacant positions until the completion of their term of employment.

3:04 “Casual Employee” - An employee not scheduled for work on the posted schedule but one who is occasionally called in to work by the employer to:

- (a) Replace a full-time, part-time or term employee;
- (b) Supplement regular staff coverage in situations of unforeseen staff shortage.

The terms of this Agreement shall not apply to casual employees except as provided for below:

- (a) Casual employees shall receive vacation pay calculated at the rate of four percent (4%) for all hours worked. Vacation pay so earned is payable at the end of each calendar year.
- (b) Casual employees shall be paid not less than the start rate or up to the third step for the position to which they are assigned.
- (c) Casual employees shall have Union dues deducted in accordance with Article 7.
- (d) Casual employees shall be entitled to compensation for overtime in accordance with Article 26.
- (e) Article 11 shall apply to casual employees only with respect to the matters of this Article.
- (f) Casual employees are not guaranteed any hours of work. In the event no wage payment is made during any pay period, the employer shall have no responsibility to deduct or remit dues for that pay period.
- (g) Casual employees reporting for work as requested by the employer and finding no work available shall be paid at least three (3) hours pay at her basic rate of pay.
- (h) Statutory Holidays - pay shall be in accordance with Article 16.
- (i) Casual employees who have successfully completed their probationary period shall be allowed to bid on vacant positions.

- 3:05** “Layoff (full-time employees)” – layoff shall mean, an employee who does not receive a normal work week, as found in other sections, because of lack of work.
- 3:06** “Layoff (part time employees)” – layoff shall mean an employee for whose position the Clinic has determined they will have no hours to offer the employee for the foreseeable future.
- 3:07** “Masculine or Feminine Gender” - When the masculine gender is used it shall also mean the feminine gender wherever applicable, and vice versa.
- 3:08** “Plural and singular” - When the plural is used it shall also mean the singular wherever applicable, and vice versa.
- 3:09** “Employees” - shall mean a person employed by the Clinic on a full-time, part-time, term or casual basis in one of the occupational classifications in the bargaining unit as defined in Article **2:01**.
- 3:10** “Family Member” shall be defined as:
- Children
 - Stepchildren
 - Grandchildren
 - Parents
 - Stepparents
 - Grandparents
 - Great Grandparents
 - Spouses
 - Common Law Spouses
 - Brothers
 - Sisters
 - Step-brothers
 - Step-sisters
 - Aunts
 - Uncles

- **Nieces**
- **Nephews**
- **The definition also includes those who are not related but who reside with the employee.**

Article 4 Management's Rights and Functions

- 4:01** The Clinic has the right, responsibility and the authority to manage, operate and generally regulate the Clinic and its affairs and functions.
- 4:02** Without restricting the generality of Article 4:01, in discharging its rights, responsibilities and authority to manage, the Clinic shall direct and control operations, maintain, discipline and regulate the efficiency of the employees, shall require employees to observe reasonable rules and regulations, hire, lay off or assign employees working hours, transfer, promote and demote, without restricting the generality of Article 4:01. The Clinic shall only discipline, suspend or discharge employees for just cause.
- 4:03** None of the rights of the Clinic as set forth in Article 4:01 or Article 4:02 shall be exercised in a manner contrary to the terms of this Collective Agreement.
- 4:04** In administering this Agreement, the Clinic shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 5 Union Representative

- 5:01** The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) working days of any change or changes in Union representation.
- 5:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Union when negotiating or dealing with matters concerning the Agreement.

- 5:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be three (3) representatives.
- 5:04** By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.
- 5:05** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.
- Except in cases of emergency, at least five (5) complete working days advance notice of request for such leave will be given by the employee or the Union.
- 5:06** Stewards and employees shall not conduct union business during their working time.
- 5:07** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 5:08** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 5:09** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance.

On resuming their duties, the steward and the employee shall notify their supervisor(s).

- 5:10** The Union representative or designate shall have up to thirty (30) minutes at a time mutually agreeable with the Employer, to acquaint new employees falling within the scope of this Agreement with the Union for orientation purposes.

Article 6 Bulletin Board

- 6:01** The Clinic agrees to provide a bulletin board for the posting of notices by the Union provided however that no notice will be posted without the prior consent of the Chief Executive Officer or designate.

Article 7 Union Security

- 7:01** The Clinic shall deduct from the wages of each employee covered by this Agreement the regular monthly dues established in accordance with the Union's constitution and bylaws.
- 7:02** The Union shall advise the Clinic of the amount of the regular dues to be deducted and all amounts so deducted shall be forwarded by the Clinic to the Union monthly, together with a listing of employee names and their applicable deduction. All new employees shall, in addition to the above, be listed with their addresses, classification and work location. Upon request by the Union the Clinic shall provide a list of names and addresses of all employees from whom deductions have been made.
- 7:03** The Union shall notify the Clinic in writing of any changes in the amount of the dues at least one month in advance of the end of the pay period in which the deduction is to be made. The amount of the dues will be certified to the Clinic over the signature of a responsible officer of the Union.
- 7:04** Each year the Clinic will calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T4 slip for each employee no later than February 28.

Article 8 Job Security

- 8:01** All full time, permanent employees, who are employed on January 11, 1991 and covered by this Agreement shall not be subject to a reduction in their normal hours of work or lay off due to technological change except if any one of the following is applicable:
- (a) An employee does not complete their probationary period.
 - (b) The employee has refused a transfer to another position, with no loss in pay, for which he/she is qualified.
 - (c) The Executive Committee of the Winnipeg Clinic declares that extraordinary financial or other exigencies necessitate a reduction in the number of employees.
- 8:02** Where the employee has been transferred to another position without a loss in pay and another position becomes available for which he/she is qualified, the employee will be considered for the position, if the employee is appointed to the position and declines the position, he/she will revert to the actual pay grid of the job currently being performed.

Article 9 Limitation of Work Performed by Non Members of Bargaining Unit

- 9:01** The Clinic agrees that employees who are not covered in the Bargaining Unit as stipulated in Article 2 shall not perform any work or duties that are normally performed by a member of the Bargaining Unit, except in cases of emergency, or **when determined to be essential**. Any such arrangement involving work being performed by employees who are not covered in the Bargaining Unit is to be temporary.
- 9:02** The Clinic will meet and discuss with the Union before contracting out any of the work performed by members of the Bargaining Unit. The Clinic agrees it will not contract out work for any period in excess of two (2) months. Any extension in excess of two (2) months requires consent of the Union.

Article 10 Employee/Management Advisory Committee

- 10:01** The Clinic and the Union agree to cooperate in the formation and operation of a joint Labour Management Committee. The Committee shall consist of up to three (3) employee representatives and up to three (3) representatives of the Clinic. The Chair will alternate between the Clinic and employee representatives for each meeting.
- 10:02** The Committee shall meet at the written request of either party with five (5) working days advance notice being given or shall meet at least once every six (6) months. A meeting agenda and minutes will be prepared and circulated by the presiding chair. Employees shall suffer no loss of basic pay for time spent in such meetings.
- 10:03** The purpose of the Committee shall be:
- (a) To provide full understanding and confidence between employees and the Clinic;
 - (b) To discuss workplace issues affecting employees and the Clinic;
 - (c) To make Union Staff Representatives aware of the benefit programs and to discuss such programs; and
 - (d) To maintain working conditions that are conducive to the safety and health of Clinic employees;
 - (e) To discuss workload concerns.

Article 11 Grievance Procedure

- 11:01** Any complaint, disagreement or difference of opinion between the Clinic, the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.
- 11:02** When it becomes necessary to interview an employee with respect to a situation which may give rise to discipline or to take disciplinary action, the

employee will be represented by the Union at any meetings held unless the employee refuses such representation.

11:03 Employees receiving disciplinary action will have access to their own personnel file upon written request by the employee involved.

11:04 **Steps of the Grievance Procedure**

Any employee, the Union or the Clinic may present a grievance. Any grievance which is not presented within twenty (20) working days following the event giving rise to such grievance or within twenty (20) working days following the event giving rise to a discharge grievance, shall be forfeited and waived by the aggrieved party.

11:05 All grievances shall be submitted in writing.

11:06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step 1

The employee and a Union representative shall first raise the issue with the employee's immediate supervisor. The supervisor shall respond within five (5) working days. Failing satisfactory resolution, the grievance may be submitted **in writing** to the Chief Executive Officer or, in the absence of the CEO, the Financial Controller within five (5) working days.

Step 2

The Union representative(s) may take the matter up with the Chief Executive Officer or in the absence of the CEO, the Financial Controller. The Clinic's representative will meet with the Union within twenty (20) working days to hear the grievance. The Clinic's representative will respond to the Union, in writing, within twenty (20) working days.

11:07 If a satisfactory settlement cannot be reached, then upon request of either party, within ten (10) working days of receiving the final, written decision from either party, the matter may then be referred to a selected single arbitrator as per Article **12**.

11:08 The parties agree that the time limits established for the steps in the grievance procedure and for the referral of a grievance to arbitration in Article **12** are established for procedural orderliness in order for there to be a timely disposition of a grievance. The time limits established in this article may be extended only by mutual written consent of the Clinic and the Union.

Article 12 Arbitration

12:01 A request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made after exhausting the grievance procedure established by this Agreement. It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator **as mutually agreed to by both parties within thirty (30) days.**

12:02 **Should the parties not agree to an arbitrator within thirty (30) working days, an arbitrator shall be appointed by the Manitoba Labour Board.**

12:03 In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.

12:04 In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Clinic's action or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way the arbitrator deems equitable.

12:05 The arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Agreement, except as indicated in Article **12:03**.

12:06 If necessary, the arbitrator may be requested to clarify the terms of her awards. All grievances submitted shall present an arbitral issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement.

12:07 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or

interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of this Agreement.

- 12:08** The arbitrator's decision shall be final and binding upon all parties concerned.
- 12:09** The expense and fee of the arbitrator shall be borne equally by parties to the arbitration proceedings.
- 12:10** The time limits fixed in the arbitration procedure may be extended by written agreements by the parties.

Article 13 Strikes and Lockouts

- 13:01** It is mutually agreed that there shall be no strikes, lockouts, stoppages or work slow-downs during the life of this Agreement.

Article 14 Technological Change

- 14:01** Technological change shall mean the introduction by an employer into his work, undertaking or business of equipment than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment.
- 14:02** In the event of a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees in the unit or to alter significantly the basis upon which this Agreement has been negotiated, the Clinic will advise the Union at least ninety (90) days before the date on which the technological change is to be effected and shall indicate the following:
- (a) The nature of the technological change
 - (b) The date the Clinic intends to present and put into effect the technological change.

- (c) The approximate number of positions that may be affected by the change or number of jobs that may be reduced.
- (d) Any other pertinent information.

14:03 In the event of such technological change Article 72, 73 and 74 of the Labour Relations Act of Manitoba shall not apply.

14:04 When the Clinic introduces technological change as set out in this Article, it shall endeavour, where feasible, to train employees who have completed their probationary period, and whose jobs would be lost because of the technological change.

If any employee cannot be retrained, within the period of notice of the technological change, during a maximum training period of thirty (30) calendar days, such employee shall be given notice of termination. When such notice of termination is given, the employee shall receive one week's notice or salary in lieu of notice for each complete year of service with the Clinic but in no case less than three weeks' notice or salary in lieu of thereof. This notice and/or salary shall not be in addition to that required by Article 15.

Article 15 Layoff or Clinic Closure

15:01 The Clinic agrees to give any employee with three (3) months service or more, two (2) full weeks' notice in writing, **pay in lieu of notice or a combination thereof** of a layoff.

15:02 If the Clinic permanently closes its offices, it shall give the employee(s) **at a minimum** one (1) month notice in writing **or where the Manitoba Employment Standards Code indicates additional weeks, the greater amount shall apply. Employees shall be given the applicable notice, pay in lieu or a combination thereof.**

15:03 The notice provided for in Article 15:01 and Article 15:02 shall, in no event, be less than the notice required under the Employment Standards Act (Manitoba) as amended from time to time.

15:04 All layoffs shall occur in reverse order of seniority and all recalls from layoff shall occur in order of seniority. In the event of a deletion of an occupied position or as a result of an employee exercising her rights under this Article, an employee may exercise seniority rights to displace another employee in the same or lower classification subject to her having the qualifications and ability. A part-time employee cannot displace a full-time employee. For the purposes of this Article “qualifications” refers to required education, knowledge, skills, aptitude and competence and “ability” refers to mental and physical capability.

Article 16 Statutory Holidays

16:01 The following days shall be considered statutory holidays for which an eligible employee shall receive a normal working day’s pay as set out in Article 25:01.

New Year’s Day

Terry Fox Day

Louis Riel Day

Truth & Reconciliation Day (September 30)

Good Friday

Labour Day

Easter Monday (flexible holiday)

Thanksgiving Day

Victoria Day

Remembrance Day

Canada Day (July 1)

Christmas Day

Boxing Day

And any other day or a portion of a day generally observed or designated as a holiday by the local, provincial or federal government.

16:02 If a statutory holiday occurs during an employee’s vacation, she shall have the opportunity to take an extra day of vacation with pay or an extra day of pay.

16:03 It is understood and agreed that Remembrance Day shall be a statutory holiday when it falls on the regular working day Monday through Friday, or where it falls on a Saturday or Sunday and the employee works on that Saturday or Sunday.

Whenever Remembrance Day falls on a Saturday or Sunday, and it is not a regular working day for the employee, one (1) flexible day with pay shall be granted in lieu.

- 16:04** For purposes of Article **16**, a normal work week (as provided for in Article **25:02**) in which a statutory holiday occurs shall be deemed to be shortened by a normal work day as provided for in Article **25:01**.
- 16:05** The flexible holiday referred to in Article **16:01** may be designated by the Clinic to be taken on Easter Monday and if not so designated shall be taken no later than March 31st, of the following year. In the event that the Clinic and the employee are unable to agree upon the date on which such holiday is to be taken, the Clinic shall, at the employee's request, pay a normal working day's pay for that holiday.
- 16:06** A full-time, part-time, term or casual employee is eligible for Holiday pay on or for each of the Holidays referenced in Article **16:01** unless the employee is absent on her/his first scheduled workday before or after the holiday without the employer's consent.
- 16:07** An employee required to work on a statutory holiday will be paid one and one-half times (1 ½) the regular rate for all hours worked in addition to the compensation she would have been entitled to for the statutory holiday, or if mutually agreed, one and one half times her regular rate of pay, plus a compensating day off with pay.

Article 17 Transfers

- 17:01** The Clinic agrees that it will not transfer any employee to another department within the Bargaining Unit unless a **physician** requests the employee be transferred, or if there is an emergency which will include failure of an employee to report for work, or additional workload, or illness of an employee or vacations, or authorized leaves of absence.

In these instances, unless a **physician** so requests, the employee involved will be informed that it is for a temporary period of time.

Article 18 Relieving Rates of Pay - Supervisor

18:01 An employee in the Bargaining Unit relieving a supervisor shall receive two dollars (\$2.00) per hour for all hours so worked in addition to her regular hourly rate of pay.

Article 19 Relieving Rates of Pay in Bargaining Unit

19:01 Any employee relieving an employee in a higher paid classification shall receive the higher rate of pay for said classification when relieving for four (4) hours or more.

19:02 An employee who is required by the designated supervisor to provide training and orientation to: (1) a probationary employee; (2) an existing employee learning a new classification, shall receive a premium of two dollars (\$2.00) for each hour the employee is required to provide training and orientation to a maximum of seventy-five (75) hours in duration.

Article 20 Employee Files

20:01 Upon written request to the employee's supervisor, an employee may examine her employee file within ten (10) days of the request, or later if mutually agreed. The employee shall be given the opportunity to examine any document related to performance or discipline prior to its being placed in the employee file and may provide a written reply to any document which shall also be placed in the employee file. Upon request the employee shall be provided a copy of any documents specified. An employee shall have the right to have a Union representative present when the file is reviewed.

20:02 **From the date the discipline was issued, if no similar discipline has occurred within four (4) years, all documentation related to the matter shall be removed and destroyed at the written request of the employee.**

20:03 **The Clinic shall confirm in writing to the employee that such documentation has been removed from the employee's file.**

Article 21 Probationary Period

- 21:01** A probationary employee is one who has not successfully completed three (3) months of continuous full time employment.
- 21:02** All other probationary employees must successfully complete employment of four (4) calendar months or three hundred (300) hours, whichever is the greater.
- 21:03** A written appraisal of an employee's progress will be conducted prior to the expiration of an employee's probationary period, and provided to the employee.
- 21:04** The Clinic shall not be required to show cause of any sort in disciplining and/or discharging probationary employees.
- 21:05** The Clinic may, with the Union's consent, extend the probationary period for a further period, not to exceed three (3) calendar months **for a total of six (6) months.**

An employee shall be notified in writing of any extension of the probation period under Article 21:02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a Union representative present.

- 21:06** The Clinic shall promptly notify, in writing, the employee and the Union staff representative upon the successful or non-successful completion of her probationary period.

Article 22 Seniority

- 22:01** Seniority shall be defined as the total accumulated regular hours paid from the last date that the full time or part time employee was hired by the Clinic. It shall be used as one of the factors in cases of promotion, vacancy selection, layoff and recall.

- 22:02** Seniority shall accumulate during all paid and unpaid authorized leaves of absence.
- 22:03** Seniority shall be considered broken and services terminated if an employee:
- (a) Is duly discharged by the Clinic and not reinstated by the grievance and arbitration procedures in this Agreement.
 - (b) Voluntarily quits or resigns.
 - (c) Has been laid off continuously for a period of twelve (12) months or is called back to work after a layoff and does not return to work within ten (10) calendar days from the posting of a registered letter of recall to the last address made known by the employee to the Clinic.
 - (d) Is absent from work without a written leave of absence for more than three (3) calendar days unless a satisfactory reason is given by the employee. Sickness or inability to communicate with the Clinic shall be considered a satisfactory reason.
 - (e) Fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given.
- 22:04** The Clinic shall post on the bulletin board, an updated copy of the seniority list as of January 1 and July 1 of each year and concurrently forward a copy to the Union. The posting as aforesaid and the forwarding of a copy to the Union shall occur within two (2) weeks of January 1 and July 1, as the case may be.
- 22:05** All layoffs shall occur in reverse order of seniority and all recalls from layoffs shall occur in order of seniority. In the event of a deletion of an occupied position, the individual can exercise seniority rights subject to her ability, prior work performance and qualification.

Article 23 Position Vacancies

- 23:01** The Clinic agrees to post all vacancies within the Bargaining Unit for a period of five (5) complete working days. No vacancy shall be filled by a person outside of both Bargaining Units, unless no qualified person from within both Bargaining Units has applied for the vacancy. A copy of each position shall be given to the Local President and the Staff Representative at the time of posting.
- 23:02** Employees within the Bargaining Unit shall be given first opportunity to apply for vacancies within the Bargaining Unit. All applicants will be informed of the final decision.
- 23:03** A regular full-time or part-time employee who is the successful applicant for a posted term position shall not be converted to a term employee. Upon completion of the term position the employee shall maintain seniority and be returned to her former classification.
- 23:04** (a) Subject to Article 22:01, in the case of a position vacancy other than Doctor's Assistant, the selection of an employee for a vacant or new position shall be based on qualifications, ability, and prior work performance. Where these factors are deemed relatively equal, the Clinic will make the selection that is fair and reasonable.
- (b) Subject to Article 22:01, in the case of a position vacancy of a Doctor's Assistant **and/or Nurse**, the selection for a vacant or new Doctor's Assistant **and/or Nurse** position shall be based on qualifications, ability, and prior work performance. Where these factors are deemed relatively equal by the **Physician**, the **Physician** will make the final decision.

An unsuccessful applicant may inquire of the Clinic as to the reasons the employee was not selected for the position, the reasons shall be provided in writing.

23:05 All promotions and voluntary transfers are subject to one (1) month trial period, and if an employee is found by the Clinic to be unsatisfactory in her new position during this trial period, the employee shall be returned to the employee's former classification without loss of seniority. All other employees so affected may be returned to their former classification as required without any notice requirement and without loss of seniority.

The employee may elect to return to her former classification at any time during the one (1) month trial period, without loss of seniority with the consent of the physician whose desk is being reassumed.

23:06 If a newly hired employee should resign her position within the first five (5) working days of their employ, the Clinic reserves the right to continue the hiring process for a candidate without re-posting the vacancy. This right shall extend for a period of sixty (60) days past the date of resignation, after which time the vacancy shall be re-posted.

Article 24 Termination

24:01 Employment may be terminated voluntarily by an employee by giving one (1) pay period of notice in writing exclusive of any vacation due. Employees, employed for thirty (30) days or more but less than one (1) year, must only provide one week's termination notice.

24:02 Employment may be terminated with less notice or without notice:

- (a) By mutual agreement between the employer and employee.
- (b) During the employee's probationary period.
- (c) When an employee is discharged for just cause and not reinstated.
- (d) When the employer issues payment of basic salary equivalent to the period of notice not given.

24:03 Except as provided for in Article 24:02, when terminating employees the Employer must give the following notice:

| <u>Period of Employment</u> | <u>Notice Period</u> |
|---------------------------------|----------------------|
| 30 days and less than 1 year: | 1 week |
| 1 year and less than 3 years: | 2 weeks |
| 3 years and less than 5 years: | 4 weeks |
| 5 years and less than 10 years: | 6 weeks |
| 10 years or more: | 8 weeks |

Article 25 Hours of Work

25:01 Except where there is authorized overtime, the normal work day shall not exceed seven and one-half (7½) hours excluding meal periods and including rest periods.

25:02 Except where there is authorized overtime, the normal work week shall not exceed thirty-seven and one-half (37½) hours.

25:03 The Clinic agrees to schedule a meal period of sixty minutes uninterrupted duration to be taken between the hours of 11:00 a.m. and 2:00 p.m. Meal periods shall be without pay.

25:04 Rest periods for all employees shall be a twenty (20) minute period with pay and shall be scheduled by the Clinic to begin not earlier than one (1) hour after commencement of work or less than one (1) hour before a scheduled meal period or end of shift.

An employee shall be entitled to two (2) such paid rest periods, one during the first half of the shift and the second during the second half of the shift. An employee working five (5) hours or less in a day shall be entitled to one (1) paid rest period of thirty (30) minutes as scheduled by the Clinic and no meal period.

25:05 No employee shall have their scheduled hours of work changed without thirty (30) days notice from the Clinic or mutual agreement by both parties.

The only exception is that the Clinic shall not change an employee from days to evenings (i.e. outside of 7:00 a.m. to 6:00 p.m.) without mutual consent between the employee and the Clinic with notification to the Union.

25:06 An employee may initiate a request to exchange time worked outside of their regular “hours of work” for time off in lieu (time worked outside of regular “hours of work” may occur either before or after time off in lieu), when Bereavement, Compassionate, Family Related Leave is not applicable. Such exchanges are considered to be the banking of regular time (not overtime) or an advance of regular time, and are subject to approval by the appropriate manager. Employees shall not be requested to initiate such exchanges or to bank regular time in substitution for overtime.

For the purpose of this Article, the exchange of time worked outside of regular “hours of work”, for time off in lieu, shall be made in advance and approval shall be confirmed in writing when possible. No request shall be unreasonably denied.

Each request shall not exceed 3.75 hours in total, and shall be fully satisfied within a two (2) week period, unless unforeseen circumstances arise.

25:07 The Clinic and the Union agree to meet early in each calendar year to discuss the possibility of implementing summer hours.

Article 26 Overtime

26:01 Overtime shall mean any authorized time worked in excess of the normal hours of work in each work day or normal work week as provided for in Article 25:01 or 25:02.

26:02 Except as provided herein, all overtime must be approved in advance by the designated supervisor. Should a Doctor’s Assistant be requested by the **physician** to work overtime due to the **physician** seeing a patient(s) following the conclusion of normal work hours, the employee shall advise the

designated supervisor on the next work day and such overtime shall be considered as approved.

- 26:03** There will be no payment for occasional overtime periods of less than fifteen (15) minutes in a day unless scheduled. However, when an employee works fifteen (15) or more minutes overtime in a day she shall be paid for all overtime worked.
- 26:04** Overtime shall be paid at one and one-half times (1 ½) the regular hourly rate of pay. At the employee's request, overtime may be accumulated to a maximum of three (3) working days compensated by the granting of equivalent time off at the one and one-half times (1 ½) rate. Such time off shall be taken at a mutually agreeable time prior to December 31 and, if not taken, shall be paid out.

Article 27 Wages

- 27:01** Wages shall be paid in accordance with the Salary Schedule of this Agreement. The Clinic shall normally hire new employees at the start rate but it may hire qualified and trained employees at any step higher than the start rate provided that the Clinic meets with the Union in advance of such hire to discuss the proposed rate and the reasons therefore, and provided further that the Clinic advises the Union, in writing, of the rate at which the new employee is eventually hired. The Clinic will also advise the new employee that she is being hired at a rate that is higher than the start rate set forth in the Agreement. Such employee must abide by all other terms and provisions outlined in this Collective Agreement. Failure of the Clinic to comply with the provisions of this Article will result in the newly hired employee being placed at the start rate.
- 27:02** Wages shall be paid biweekly.
- 27:03** If a new position for which a rate of pay has not been previously negotiated is created within the Bargaining Unit, the Clinic agrees to meet with the Union and negotiate a rate of pay for this new position.

- 27:04** If the parties cannot reach an agreement pursuant to Article 27:03 at the request of either party the matter shall be submitted to Arbitration pursuant to the Arbitration Article of this Agreement in which case the Arbitrator shall determine an appropriate wage rate by comparison to other positions covered by this Agreement.
- 27:05** **Employees shall be eligible for the Long Service Step identified in the Salary Schedule once they have reached twenty (20) or more years of service.**

Article 28 Promotions

- 28:01** “Promotion” means a change of employment to a higher paid classification within the scope of this Agreement. Upon promotion the employee’s current salary is increased to the nearest step value in the higher classified position resulting in an increase of no less than five (5) percent.

Article 29 Demotions

- 29:01** Demotion means a change of employment to a lesser paid classification with the scope of this Agreement. Upon demotion, the employee’s current salary is reduced to the maximum rate of pay in the lower classified position.

Article 30 Non-Disciplinary Demotion

- 30:01** Should an employee be reclassified to a lower classification due to changing conditions in the Clinic, or due to the results of a position re-evaluation, she will maintain her current hourly rate of pay until the salary schedule in which the employee was reclassified reaches her hourly rate of pay.

Article 31 Payment for Meeting Attendance

- 31:01** When the Clinic requires an employee to be present at a meeting called by the Clinic, time spent at such meeting shall be considered as time worked and

shall be paid at applicable overtime rates if the time spent is in addition to the normal daily or weekly hours of work.

Article 32 Increments for Non Full-Time Employees

32:01 Non full time employees shall receive increments (calculated from the date of her last increment or her starting date as the case may be) on the basis of one (1) increment for each 1,300 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1,300 hours worked, it shall be applied to the pay period next following completion of 1,300 hours worked.

Article 33 Uniform Allowance

33:01 The uniform allowance will be **\$275.00** per fiscal year for full time and part-time employees.

33:02 **Uniform Allowance**

- (a) A uniform must be a requirement of a position as determined by the Chief Executive Officer.
- (b) All uniforms must be approved by the employee's supervisor before an allowance is payable, in whole or in part, and accompanied by a copy of the original receipt to be provided no later than November 15th of each year.
- (c) The uniform allowance is a non-taxable benefit.

The Clinic will consult with the Union prior to the implementation of a dress code.

An employee must complete the probationary period before being eligible for an allowance.

33:03 **Uniform Allowance Payout**

- (a) The uniform allowance payout is payable the first pay day in December of each year.

- (b) The uniform allowance payout is calculated by subtracting the amount paid to the employee as a uniform allowance from the total annual allowance of **\$275.00**.
- (c) The uniform allowance payout is a taxable benefit.

Article 34 Community Health Outbreak/Pandemic

34:01 During the course of a Community Health Outbreak or pandemic, all employees shall be provided appropriate Personal Protective Equipment (PPE) as per public health recommendations.

Article 35 Jury Duty

35:01 All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount of wages they would have earned.

Article 36 Witness Fees

36:01 Employees required to appear in court as a witness on behalf of the Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount of wages they would have earned.

Article 37 Leaves

- 37:01** The Clinic may, in its sole discretion, grant other leaves of absence upon request.
- 37:02** The requesting and granting of leaves of absences shall be in writing.
- 37:03** Seniority will accumulate during any authorized leave of absence.

Article 38 Sick Leave

38:01 There is no sick leave with pay during the first three (3) months of employment.

- 38:02** After the probationary period has been successfully completed, all employees who are normally scheduled to work thirty-seven and one-half (37½) or more hours in a pay period will earn sick leave. Full-time employees will earn sick leave at the rate of one (1) day for every calendar month of service. Eligible part time employees will earn such leave on the basis of one (1) hour for every twenty-one point six seven (21.67) hours of service.
- 38:03** There shall be a maximum sick leave accumulation of one hundred twenty (120) working days.
- 38:04** All employees who have completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period shall participate in a long term disability plan which shall pay to the employee, after one hundred nineteen (119) calendar days of disability, a sum equivalent to sixty percent (60%) of the employee's monthly salary. Subject to the provisions of eligibility and insurability of the designated plan, employees shall pay the full cost of such insurance.
- 38:05** All employees who complete one calendar year without utilizing any sick leave shall receive one flexible day with pay, to be taken at a time, mutually agreeable to the employee and the Clinic. This day must be taken within twelve (12) months.
- 38:06** If while on vacation, an employee entitled to income protection **experiences a serious illness and/or injury** or is unable to work for a period of three (3) days or more, sick leave **shall** be substituted for vacation. The employee must provide a valid medical certificate for all such periods of time. All periods of vacation displaced shall be reinstated for use at a mutually agreed later date.
- 38:07** After one (1) year of a medically authorized leave (other than maternity), an employee must submit in writing their notification one (1) month prior to returning to work. Along with notification the employee must also provide the Clinic with a **physician's** certificate certifying that he/she is medically fit to work.

38:08 An employee returning from an authorized medical leave shall return to the same job classification, at the wage scale applicable to such employee's seniority. In returning to the same job classification, the employee may not necessarily return to the exact position they occupied prior to the authorized medical leave.

38:09 If while on vacation, an employee entitled to income protection is hospitalized for twenty-four (24) hours or is unable to work for a period of three (3) days or more, sick leave may be substituted for vacation. The employee must provide a valid medical certificate for all such periods of time. All periods of vacation displaced shall be reinstated for use at a mutually agreed later date.

Article 39 Vacation Leave

39:01 The vacation year shall be from April 1st to March 31st in the following year. Except as provided herein vacation earned in any vacation year is taken in the following vacation year. The whole of the calendar year shall be available for vacations to be taken.

Vacation credits shall be earned on a prorated basis and shall accumulate from the first day in which an employee commenced employment.

39:02 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

| Length of Employment | Rate at Which Vacation Earned |
|---|--|
| In the 1 st year: | 2 weeks (approximating .83 days per month of service) |
| In the 2 nd to 5 th year inclusive: | 3 weeks (approximating 1.25 days per month of service) |
| In the 6 th to 10 th year inclusive: | 4 weeks (approximating 1.67 days per month of service) |
| In the 11 th to 22 nd year inclusive: | 5 weeks (approximating 2.08 days per month of service) |

In the 23rd and subsequent years: 6 weeks (approximating 2.5 days per month of service)

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

- 39:03** The Clinic, no later than February 10 of each year, will post each employee's vacation entitlement accrued to the end of the second pay period in January and allow employees to express their vacation preference by March 1. At that time employees will be required to submit a request for the entirety of their anticipated entitlement, however, final approval will be subject to each employee's actual accrual to March 31.
- 39:04** The Employer will post an approved vacation schedule not later than March 31st having considered operational requirements and the seniority, circumstances and preferences of each employee. The Employer may require an employee to take vacation in two non-contiguous periods where the requested and approved dates fall, in whole or in part, within June 1 to September 30.
- 39:05** An employee who fails to provide her choice of vacation under **39:03** shall not subsequently have preference in choice of vacation time for dates where another employee(s) has indicated her preference. In the event an employee's current annual vacation is not scheduled the Employer has the right to schedule the vacation prior to the end of the vacation year. Vacation may be carried over to the next vacation year as outlined in **39:07(b)**.
- 39:06** An employee who terminates employment for any reason shall be entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of paid hours (exclusive of overtime hours) as follows:
- (a) For employees accruing at the rate of 2 weeks per year: 4%
 - (b) For employees accruing at the rate of 3 weeks per year: 6%
 - (c) For employees accruing at the rate of 4 weeks per year: 8%
 - (d) For employees accruing at the rate of 5 weeks per year: 10%

- (e) For employees accruing at the rate of 6 weeks per year: 12%
- 39:07** (a) An employee shall be entitled to request vacation prior to the commencement of the vacation year to the extent that the employee has accrued vacation credits and such request shall be considered subject to operational requirements.
- (b) An employee shall be entitled, on a non-cumulative basis, to carry over up to five (5) working days' vacation to the following vacation year.
- 39:08** Upon written request, an employee may be granted five (5) days of vacation with pay (prorated for part time employees) in advance of such vacation credits having been earned. Such request shall occur in accordance with the timing set out in **39:03** and may be granted subject to operational requirements and shall not be unreasonably denied. The vacation advance shall be deducted from the vacation credits earned in the subsequent vacation year. In the event of resignation, termination or retirement the monetary equivalent of the vacation advance shall be deducted from an employee's final pay. An employee is not eligible for the advance if they have unused accrued vacation from the previous vacation year or if the employee has carried over five working days' vacation as outlined in Article **39:07(b)**.

Article 40 Family Leave

- 40:01** The Clinic recognizes that from time to time employees may be required to attend to family responsibilities and family related matters, including but not limited to family and household emergencies and family illness.
- 40:02** A full-time or part-time employee shall be entitled to three (3) days of leave with pay each fiscal year to attend to family responsibilities which are real and unavoidable and which necessitate the employee's absence from work. Such absence shall be charged against the employee's sick leave credits.

Article 41 Bereavement Leave

- 41:01** An employee shall be granted up to four (4) days paid bereavement leave in the event of death **of a family member as defined in Article 3:10. One (1) bereavement leave day may be retained at the employee's request for use in the case where the internment or funeral service is at a later date.**
- 41:02** **Provided an employee has not been granted bereavement leave for the death in question, the employee shall be entitled to paid bereavement leave up to a maximum of one (1) day for attending a funeral as a pallbearer or mourner.**
- 41:03** Bereavement leave with pay may be extended where travel is required.
- 41:04** Bereavement leave with pay may be reduced in whole or in part at the discretion of the Clinic when the employee is on vacation.

Article 42 Compassionate Care Leave

- 42:01** (a) An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
 - (ii) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
 - (iii) An employee may take no more than two (2) periods of leave, totalling no more than **twenty-eight (28) weeks**, which must end no later than **fifty-two (52) weeks** after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.

- (b) For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued; or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one (1) or more family members.
- (c) The employee must give the Employer a copy of the physician's certificate as soon as possible.
- (d) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
 - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (e) An employee may end their compassionate leave earlier than **the expiry of twenty-eight (28)** weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, 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.

- (f) **For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.**
- (g) **Subject to the provisions of Article 42 an employee may apply to utilize income protection to cover part of the one (1) week Employment Insurance waiting period.**
- (h) **Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.**

Article 43 Critical Illness Leave

- 43:01 An employee shall receive a leave of absence without pay related to providing care or support to a critically ill adult who is a family member with a life threatening illness or injury up to seventeen (17) weeks within a fifty-two (52) week period.**
- 43:02 Critical Illness Leave will be considered as an approved Leave of Absence subject to the following:**
- (a) An employee is entitled to Critical Illness Leave when she has been employed by the Winnipeg Clinic for at least ninety (90) days.**
 - (b) Upon request, the employee shall provide reasonable verification of the necessity of the leave.**
- For an employee to be eligible for leave a physician must issue a certificate:**
- (i) Stating that the adult is a critically ill adult and requires the care or support of the employee; and**

- (ii) Setting out the period during which the adult requires that care or support.
- (c) For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.
- (d) An employee may choose to take the leave intermittently or in one continuous period. However, when an employee elects to take the leave intermittently, the periods shall not be less than one (1) week in length, unless by mutual consent of the employee and the Employer. A leave must end no later than fifty-two (52) weeks after the day the first period of leave began.
- (e) An employee may elect to end the leave early, with written notice to the Employer of at least one (1) pay period, unless there is a mutual agreement to end the leave sooner.
- (f) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

Article 44 Critical Illness Leave (Child)

44:01 An employee shall receive a leave of absence without pay related to critical illness of a child for up to thirty-seven (37) weeks within a fifty-two (52) week period to provide care or support for a critically ill child who is under eighteen (18) years old.

44:02 Critical Illness of a Child Leave will be considered as an approved leave of absence.

Subject to the following:

- (a) An employee is entitled to Critical Illness of a Child Leave when she has been employed by the Winnipeg Clinic for at least thirty (30) days of employment and are a parent of a critically ill child under eighteen (18) years old.
- (b) A parent for the purpose of this Article shall be defined as:
 - (i) A parent of a child;
 - (ii) The spouse or common-law partner of a parent of a child;
 - (iii) A person with whom the child was placed for the purposes of adoption;
 - (iv) The guardian or foster parent of a child; or
 - (v) A person who has the care, custody or control of a child and is considered to be like a close relative, whether or not they are related.
- (c) Upon request, the employee shall provide reasonable verification of the necessity of the leave.

For an employee to be eligible for leave, a physician must issue a certificate:

 - (i) Stating that the child is a critically ill child and requires the care or support of the employee; and
 - (ii) Setting out the period during which the child requires that care or support.
- (d) For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.
- (e) An employee may elect to end the leave early, with written notice to the Employer of at least one (1) pay period, unless there is a mutual agreement to end the leave sooner.

- (f) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

Article 45 Interpersonal Violence Leave

45:01 An employee is eligible for interpersonal Violence Leave for any of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by interpersonal violence;
- (b) To obtain services from a victim services organization;
- (c) To obtain psychological or other professional counseling;
- (d) To relocate temporarily or permanently;
- (e) 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 domestic violence;
- (f) Any other prescribed purpose.

45:02 An employee who has been employed by the Winnipeg Clinic for at least ninety (90) days and is a victim of interpersonal violence is entitled to the following leave in a fifty-two (52) week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period;

- (c) For either (a) or (b) above, up to five (5) days are Employer paid leave, at the designation of the employee when requesting the leave. An employee can take (a) or (b) in any order that meets their individual circumstances.
- (d) Employees whose regular hours of work or wages vary are entitled to be paid five percent (5%) of their total regular wages in the four (4) weeks immediately prior to the day of the leave.
- (e) For the purposes of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.
- (f) Upon requesting leave under this Article, the Employer may request the employee to provide reasonable verification of the necessary leave.
- (g) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

Article 46 Parenting Leaves

46:01 Parenting Leave

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

Employees will be eligible to receive compensation from Employment Insurance (**EI**) through the Government of Canada. Employees should also note that there is a **one (1)** week waiting period while waiting for **EI** benefits.

- (a) Maternity/Parental Leave

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of **up to sixty-three (63) weeks** without pay, subject to the following conditions:

- (i) An employee must have completed seven (7) consecutive months employment at the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the end of the twenty-second week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (iv) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (v) A full-time/part-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in **Article 38**.

(b) Parental Leave - Paternity

An employee shall receive Parental Leave of up to **a maximum sixty-three (63) weeks** without pay, subject to the following conditions:

- (i) Be the natural father or mother of a child and assumes actual care and custody of the child.

- (ii) Have completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) Submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the days specified in the application as the day on which the employee intends to commence the leave.
- (iv) **A parental leave must commence not later than eighteen (18) months after the date on which the child is born or comes into the care and custody of the employee.**
- (v) **Parental Leave must be completed no later than sixty-three (63) weeks after it began.**

(c) Parental Leave - Adoption

An employee shall receive Parental Leave of up to **sixty-three (63)** weeks without pay, subject to the following conditions:

- (i) An employee must adopt a child under the laws of the province.
 - (ii) An employee has completed seven (7) consecutive months employment as of the date of the intended leave.
 - (iii) **Submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the days specified in the application as the day on which the employee intends to commence the leave.**
 - (iv) **A parental leave must commence not later than eighteen (18) months after the date on which the child is adopted or comes into the care and custody of the employee. Parental Leave must be completed no later than sixty-three (63) weeks after it began.**
- (d) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in

advance of her/his return. On return from Maternity and/or Parental Leave, the employee shall be reinstated to the position the employee occupied when the leave began or to a comparative position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.

- (e) An employee may end her/his Parental Leave earlier than the **sixty-three (63)** weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in her/his former classification at the same increment step.

46:02 All maternity leave vacancies will be posted.

Article 47 Voluntary Compensation

47:01 The Clinic will maintain General and Professional Liability Insurance that includes Voluntary Compensation in lieu of Workers Compensation.

Article 48 Liability Insurance

48:01 The Clinic will provide the Union with a letter setting forth the nature of the liability insurance that it carries for Union members and the extent of such coverage.

Article 49 Employment Insurance

49:01 Employment Insurance regulations require that when a disability begins before a notice of separation from employment was given, benefits must be payable for the duration of the disability, until the exhaustion of all accumulated paid sick leave, or for seventy-five (75) working days, whichever occurs first.

Article 50 Employee Benefits Book

50:01 The Clinic shall provide all employees with a booklet(s) describing the level of benefits and the employee entitlement thereto under the Clinic group benefit plans.

Article 51 Continuation of Benefits and Privileges

51:01 The Clinic agrees to continue and maintain all existing Health and Welfare benefits and privileges enjoyed by the employees.

Article 52 Life Insurance

52:01 All full time employees who have successfully completed their three (3) month probationary period and all other employees who have successfully completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period are entitled to participate in the group life insurance plan.

52:02 (a) Employees without dependents

(i) Life insurance equivalent to one times (1x) current annual salary as at April 1 of each year.

(ii) Accidental Death and Dismemberment insurance equivalent to one times (1x) current annual salary as at April 1 of each year.

(b) Employees with dependents

(i) Life insurance equivalent to two times (2x) current annual salary as at April 1 of each year.

(ii) Accidental Death and dismemberment insurance equivalent to two times (2x) current annual salary as at April 1 of each year.

The Clinic shall pay the full cost of such insurance. All benefits are subject to the eligibility and insurability provisions of the life insurance plan.

Article 53 Long Term Disability Insurance

53:01 All employees who have completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period shall participate in a long term disability plan which shall pay to the employee, after one hundred nineteen (119) calendar days of disability, a sum equivalent to sixty percent (60%) of the employee's monthly salary. Subject to the provisions of eligibility and insurability of the designated plan, employees shall pay the full cost of such insurance.

Article 54 Pension

54:01 The Clinic shall provide a money purchase equal contribution pension plan for employees in the Bargaining Unit. Such a plan shall be consistent with the current provincial pension plan regulations. The Clinic shall notify the Union of any plan changes to the pension plan. The Clinic shall match each employee's contribution to a maximum of six (6%) percent of the employee's annual earnings.

Applicable to employees hired on and after January 1, 2018

54:02 The Clinic shall provide a money purchase equal contribution pension plan for employees in the Bargaining Unit. Such a plan shall be consistent with the current provincial pension plan regulations. The Clinic shall notify the Union of any plan changes to the pension plan. The Clinic shall match each employee's contribution to a maximum of five (5%) percent of the employee's annual earnings.

Article 55 Dental

55:01 All full time employees who have successfully completed their three (3) month probationary period and all other employees who have successfully completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period are entitled to participate in the dental plan.

55:02 The Clinic agrees to provide a dental plan for all employees who qualify under **Article 55:01**. Each employee and each employee's dependent shall be entitled to a maximum of coverage of \$1, 200.00 per person per year. The Clinic shall pay seventy percent (70%) of all eligible claims for routine treatment and fifty percent (50%) of all eligible claims for major and orthodontic treatment. Effective January 1, 2017 the maximum coverage will be \$1,300.00.

Article 56 Prescription Plan

56:01 ~~Prescription drugs shall be available to employees, spouse, children, and any other person deemed a dependent under the Income Tax Act at cost from the Winnipeg Clinic Pharmacy.~~

In lieu of Article 56:01 the Winnipeg Clinic will increase all employees uniform allowance from \$250.00 per fiscal year to \$275.00 per fiscal year commencing January 2020.

Article 57 Optical Care

57:01 Optical care shall be available through the Blue Cross to employees enrolling in same, but said employees must pay the full cost of the premiums.

IN WITNESS WHEREOF A representative of Winnipeg Clinic Medical Corporation has hereunto set their hand for, and on behalf of, Winnipeg Clinic Medical Corporation; and a Staff Representative of Manitoba Government and General Employees' Union, has set their hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 8 day of September, 2021.

Rob Diabino
On behalf of Winnipeg Clinic Medical Corporation

[Signature]
On behalf of Manitoba Government and General Employees' Union

[Signature]
On behalf of Manitoba Government and General Employees' Union

[Signature]
On behalf of Manitoba Government and General Employees' Union

Letter of Agreement*between***Winnipeg Clinic Medical Corporation***and***Manitoba Government and General Employees' Union****Re: Secretary/Switchboard Operator Normal Workday**

The Collective Agreement for the period from October 1, 1998 to September 30, 2000 (the "1998 Collective Agreement") provides that for employees classified as secretary or switchboard operator, the normal workday shall not exceed seven (7) hours excluding meal periods and including rest periods.

During negotiations for renewal of the 1998 Collective Agreement, the Employer has raised the issue of changing the normal work day for such employees to a period not exceeding seven and one-half (7½) hours. This suggested change by the Employer is agreeable to MGEU, providing that those employees classified as secretary or switchboard operator who are employed as of September 30, 2000 shall be entitled to have an election as to whether they wish their normal work day to be seven (7) hours or seven and one-half (7½) hours.

Accordingly, the parties have agreed in the new Collective Agreement to delete the reference to seven (7) hours in the second paragraph of Article 6:01 of the 1998 Collective Agreement.

1. The provision of seven and one-half (7½) hours shall only apply in respect of those persons classified as secretary or switchboard operator who commence employment with the Employer subsequent to September 30, 2000 and in respect of those employees classified as secretary or switchboard operator who elect a normal work day of seven and one-half (7½) hours as hereinafter set out.

2. Each person employed by the Employer as of September 30, 2000 who is classified as a secretary or switchboard operator shall be offered the opportunity to express an election whether they wish to have their work day treated as seven (7) hours or whether they wish to have their normal work day treated as seven and one-half (7½) hours. The format of the Election form shall be subject to mutual agreement by the parties hereto.
3. The election made by each employee so affected shall be binding upon the employee and the Employer and may only be subsequently changed by mutual agreement of the employee and the Employer.
4. For those employees classified as secretary or switchboard operator who elect the seven and one-half (7½) hour work day or those who commenced employment as secretary or switchboard operator after September 30, 2000, their normal work week shall be thirty-seven and one-half (37½) hours and for those employees who elect the seven (7) hour normal work day, their normal work week shall be thirty-five (35) hours.
5. No employee by reason of having elected seven (7) hours as the work day shall have one's pay and/or benefits reduced or adversely effected by reason of such election. As such, those employees who elected seven (7) hours as the work day are deemed to be full-time employees, notwithstanding the definitions in Section **3:01** and Section **3:02**.
6. This Letter of Agreement shall, unless cancelled by mutual agreement of the parties hereto, continue in full force and effect during the term of the new Collective Agreement and any renewal thereof until such time as there are no persons still employed as secretary or switchboard operator who elected the seven (7) -hour normal work day.
7. This Letter of Agreement shall be included as an Appendix to the new Collective Agreement.

Signed this 8 day of September, 2021.

Rob Deakin
On behalf of Winnipeg Clinic Medical Corporation

[Signature]
On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Re: Physician and Current Staff

The Employer and the Union agree that when and if a doctor joins Winnipeg Clinic Medical Corporation and brings an employee to work at the Clinic, there shall be no reason to post the initial position the employee will be filling.

Signed this 8 day of September, 2021.

Rob Dierker
On behalf of Winnipeg Clinic Medical Corporation

[Signature]
On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Winnipeg Clinic Medical Corporation


and

Manitoba Government and General Employees' Union

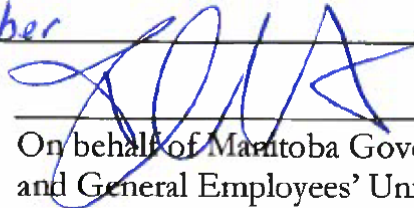
Re: MGEU Office Space

For so long as the MGEU has a continuing bargaining relationship with the Clinic (Employer), the Clinic shall provide the MGEU with a room for the MGEU's exclusive use at no rental cost to the MGEU whatsoever. The room shall be self contained with a door and floor to ceiling walls and approximate eighty (80) square feet or more. The specific room designated may vary from time to time, subject to not less than 30 days prior notice. Any improvements to the designated room will be the sole responsibility of the MGEU and be subject to the prior approval of the Clinic, which approval shall not be unreasonably withheld.

Signed this 8 day of September, 2021.



On behalf of Winnipeg Clinic Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Salary Schedule

EFFECTIVE JANUARY 1, 2020 1% WAGE INCREASE

| <u>Classification</u> | <u>Start</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Clerk | 13.421 | 13.953 | 14.399 | 14.890 | 15.403 | - |
| Switchboard | 15.005 | 15.490 | 16.013 | 16.443 | 17.063 | - |
| Senior Clerk | 15.324 | 15.798 | 16.316 | 16.774 | 17.359 | 17.943 |
| Accounts Clerk | 15.021 | 15.486 | 15.972 | 16.443 | 17.016 | - |
| Doctor Assistant | 16.966 | 17.726 | 18.421 | 19.103 | 19.857 | 20.521 |
| Transcriptionist | 18.723 | 19.569 | 20.343 | 21.231 | 22.006 | 22.782 |
| LPN | 22.173 | 23.276 | 24.393 | 25.484 | 26.598 | 27.690 |
| RN | 29.610 | 30.716 | 31.859 | 32.928 | 34.009 | 35.113 |

EFFECTIVE JANUARY 1, 2021 1% WAGE INCREASE

| <u>Classification</u> | <u>Start</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|
| Clerk | 13.555 | 14.093 | 14.543 | 15.039 | 15.557 | 16.101 |
| Switchboard | 15.155 | 15.645 | 16.173 | 16.607 | 17.234 | 17.837 |
| Senior Clerk | 15.477 | 15.956 | 16.479 | 16.942 | 17.533 | 18.122 |
| Accounts Clerk | 15.171 | 15.641 | 16.132 | 16.607 | 17.186 | 17.788 |
| Doctor Assistant | 17.136 | 17.903 | 18.605 | 19.294 | 20.056 | 20.726 |
| Transcriptionist | 18.910 | 19.765 | 20.546 | 21.443 | 22.226 | 23.010 |
| LPN | 23.291 | 24.449 | 25.622 | 26.768 | 27.939 | 29.086 |
| RN | 31.102 | 32.264 | 33.465 | 34.588 | 35.723 | 36.883 |

EFFECTIVE JANUARY 1, 2022 2% WAGE INCREASE

| <u>Classification</u> | <u>Start</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>LONG SERVICE</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Clerk | 13.826 | 14.375 | 14.834 | 15.340 | 15.868 | 16.423 | 16.587 |
| Switchboard | 15.458 | 15.958 | 16.496 | 16.939 | 17.579 | 18.194 | 18.376 |
| Senior Clerk | 15.787 | 16.275 | 16.809 | 17.281 | 17.884 | 18.484 | 18.669 |
| Accounts Clerk | 15.474 | 15.954 | 16.455 | 16.939 | 17.530 | 18.144 | 18.325 |
| Doctor Assistant | 17.479 | 18.261 | 18.977 | 19.680 | 20.457 | 21.141 | 21.352 |
| Transcriptionist | 19.288 | 20.160 | 20.957 | 21.872 | 22.671 | 23.470 | 23.705 |
| LPN | 23.757 | 24.938 | 26.134 | 27.303 | 28.498 | 29.668 | 29.965 |
| RN | 31.724 | 32.909 | 34.134 | 35.280 | 36.437 | 37.621 | 37.997 |

EFFECTIVE JANUARY 1, 2023 2% WAGE INCREASE

| <u>Classification</u> | <u>Start</u> | <u>Year 1</u> | <u>Year 2</u> | <u>Year 3</u> | <u>Year 4</u> | <u>Year 5</u> | <u>LONG SERVICE</u> |
|-----------------------|--------------|---------------|---------------|---------------|---------------|---------------|---------------------|
| Clerk | 14.103 | 14.663 | 15.131 | 15.647 | 16.185 | 16.751 | 16.919 |
| Switchboard | 15.767 | 16.277 | 16.826 | 17.278 | 17.931 | 18.558 | 18.744 |
| Senior Clerk | 16.103 | 16.601 | 17.145 | 17.627 | 18.242 | 18.854 | 19.042 |
| Accounts Clerk | 15.783 | 16.273 | 16.784 | 17.278 | 17.881 | 18.507 | 18.692 |
| Doctor Assistant | 17.829 | 18.626 | 19.357 | 20.074 | 20.866 | 21.564 | 21.779 |
| Transcriptionist | 19.674 | 20.563 | 21.376 | 22.309 | 23.124 | 23.939 | 24.179 |
| LPN | 24.232 | 25.437 | 26.657 | 27.849 | 29.068 | 30.261 | 30.564 |
| RN | 32.358 | 33.567 | 34.817 | 35.986 | 37.166 | 38.373 | 38.757 |

An additional two hundred dollars (\$200) per month will be paid to all Doctor Assistants currently registered as a Registered Nurse, provided this is a requirement for the function they are performing as determined by Clinic Administration.