

Collective Agreement

between

Assiniboine Medical Clinic Inc.

and

**Manitoba Government and General Employees' Union
Local 462**

June 25, 2025 to June 24, 2028

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*All changes appear in **bold**.

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Preamble

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 cost efficient provision of health care.

NOW, THEREFORE, the Union and the Clinic mutually agree as follows:

Article 1 Expiration and Renewal

- 1:01** This Agreement will be effective the date it is ratified by the members of the bargaining unit and will be for a term of three (3) years.
- 1:02** Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than ninety (90) and not more than one hundred eighty (180) days before the expiration 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.

Article 2 Nature of the Bargaining Unit

- 2:01** The Clinic 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 in Certificate Number MLB-7502 and stated as follows:

All Employees of Assiniboine Medical Clinic Inc. employed as Medical Office Assistants, Information Desk Clerks, Medical Records Clerks, Accounting Clerks, Medical Transcriptionists, Receptionists, EKG Technicians, Medical Bills Clerks, Surgery Office Assistants, Receptionists and Clinic Support Coordinators, save and except Supervisors, those above the rank of Supervisor, Executive Director, Nurses, Physicians, and those excluded by the Act.

- 2:02** For greater certainty, it is agreed that the IT Coordinator is employed in a confidential capacity in matters relating to labour relations and is excluded from the bargaining unit.
- 2:03** The Employer may engage unpaid practicum students. Practicum students are excluded from the bargaining unit. The work of practicum students shall always be supervised by an Employee, supervisor or manager. For greater clarity, a practicum student may not run their own desk. The engagement of practicum students shall not cause the layoff or reduction of regular hours of an Employee.
- 2:04 Confidentiality**
Patient health information is confidential. Any unauthorized release of confidential patient information may be subject to disciplinary action up to and including termination.

Article 3 Definitions

- 3:01** "Full-time Employee" - A full time Employee shall be an Employee scheduled to work at least thirty-six (36) hours per week.
- 3:02** "Part-time Employee" - A part time Employee shall be an Employee scheduled to work less than thirty-six (36) hours per week. Part-time Employees, if eligible, will receive benefits in accordance with the provisions of this Agreement.
- 3:03** "Term Employee" - Means an Employee engaged for a fixed period of time or until completion of a particular project or special assignment or to replace a full-time or part-time Employee who is on leave. A term Employee shall not normally be engaged for a period greater than twenty-four (24) months unless agreed by the Clinic and the Union.

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

- (a) Term Employees shall receive vacation pay calculated in accordance with Article 31.

- (b) Term Employees shall be paid not less than the start rate for the position to which they are assigned and shall progress on the wage scale in accordance with the provisions of Article 27:01.
- (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 22.
- (e) Article 9 - Grievance Procedure and Article 10 - Arbitration, shall apply to term Employees only with respect to the matters covered in 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 17.
- (h) General Holidays - pay shall be in accordance with Article 14.
- (i) Term Employees shall be entitled to leave in accordance with Articles 35 and 36 - Bereavement Leave and Compassionate Care Leave.
- (j) Term Employees who have successfully completed their probationary period may bid for vacant positions but may be required by the Clinic to complete all or a part of their term before taking the new position.

3:04 "Casual Employee" - An Employee not scheduled for work on the posted schedule but one who is occasionally called in by the Clinic to work to replace a full-time, part-time or term Employee, supplement regular staff coverage in situations of unforeseen staff shortage, or complete a short-term project or special assignment.

The terms of this Agreement shall not apply to casual Employees except as provided 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 on each paycheck.

- (b) Casual Employees shall be paid not less than the start rate for the position to which they are assigned and shall progress on the wage scale in accordance with the provisions of Article 27:01.
 - (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 22.
 - (e) Article 9 - Grievance Procedure and Article 10 - Arbitration shall apply to casual Employees only with respect to the matters covered in 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 Clinic shall have no responsibility to deduct or remit dues for that pay period.
 - (g) Casual Employees reporting for work as requested by the Clinic and finding no work available shall be paid at least three (3) hours pay at their basic rate of pay.
 - (h) General Holidays - pay shall be in accordance with Article 14.
 - (i) Casual Employees shall be allowed to bid on vacant positions but, if successful, will be considered a new Employee.
- 3:05** "Masculine or Feminine Gender" - When the masculine gender is used it shall also mean the feminine gender wherever applicable, and vice versa.
- 3:06** "Plural and singular" - When the plural is used it shall also mean the singular wherever applicable, and vice versa.
- 3:07** "Employee" - shall mean a person employed by the Clinic in one of the occupational classifications in the bargaining unit as defined in Article 2:01.

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. All traditional management rights are retained by the Clinic, save as limited by an express provision of this Agreement.

- 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, classify, lay off or assign Employees, set working hours, transfer, promote and demote, subject to the right of full-time or part-time Employees who have completed their probationary period not to be disciplined or discharged except for just cause.
- 4:03** In administering this Agreement, the Clinic shall act reasonably, fairly, in good faith, and in a manner consistent with this Agreement as a whole.

Article 5 Union Representative

- 5:01** The Clinic recognizes the Union's right to select Stewards to represent Employees at work. The Union agrees to provide the Clinic with the names of these Stewards within ten (10) working days of their appointments.
- 5:02** The duties and responsibilities of Stewards shall include the following activities:
- (a) investigation of complaints, grievances and/or disputes, including the making of presentations to the Clinic, if required;
 - (b) the transmission of Union bulletins and/or notices by posting;
 - (c) participation in collective bargaining as a member of the Union's bargaining team;
 - (d) participation in arbitration proceedings when required by the Union;
 - (e) participation in the administration of the Union as may be required, including MGEU area meetings and steward meetings.
- 5:03** The Steward shall obtain permission of the Executive Director or designate before leaving work to perform duties as a Steward. Such permission shall not unreasonably be sought or withheld.
- 5:04** Providing the Steward has received the proper authorization, such leave will be without loss of regular pay.

- 5:05 At the written request of the Union, the Clinic shall grant leave of absence without loss of regular pay to Union Officers for the purpose of carrying on the necessary business of the Union. Such leave shall not unreasonably be sought or withheld.
- 5:06 If the Union requests a leave of absence for a Steward to attend a Union event to which the Steward is invited after they have had their vacation approved, their vacation time equal to the amount of Union leave shall be credited to them and their time will be recorded as a leave of absence without loss of regular pay to attend such event.
- 5:07 In all cases where such leaves of absence without loss of regular pay are granted, the Union shall, within thirty (30) calendar days of receipt of the invoice, reimburse the Clinic one hundred percent (100%) of the wages, and an additional fifteen percent (15%) regarding benefits in respect of such Employees during the approved absence. All leaves are subject to operational requirements.
- 5:08 The Clinic and the Union agree that there shall be no discrimination, interference, restriction or coercion, exercised or practiced by reason of membership or activity in the Union.
- 5:09 A designated Union representative shall have up to fifteen (15) minutes at new Employee orientation sessions, to acquaint Employees falling within the scope of this Agreement with the fact that a collective agreement is in effect and to indicate the general conditions and obligations as they relate to being a member of the bargaining unit represented by the Union.

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 Executive Director or designate which consent shall not unreasonably be delayed or withheld.

Article 7 Union Security

- 7:01** All Employees, whether or not they are members of the Union, shall have an amount equal to the current Union dues deducted by the Clinic from each biweekly pay. Such dues shall be forwarded to the Union on a biweekly basis, together with a list of names of Employees from whom deductions have been made, including their position.
- 7:02** The Union will be notified of the names and positions of all new Employees, along with their home address, personal telephone number and personal email address. The parties hereto agree that the Clinic will provide all new Employees with an Application for Membership on or about the first day of employment. Upon the signing of the Application for Membership as provided the Clinic shall mail the application to the Union.
- 7:03** The Union shall notify the Clinic in writing of any changes in the amount of dues at least four (4) weeks prior to the end of the pay period in which the deductions are to be made.
- 7:04** For new Employees the payment of dues shall become effective on the first day of their employment.
- 7:05** Notwithstanding any other provision in this Agreement, the Clinic shall, annually as of January 1 and not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following:
- (a) The name of each Employee;
 - (b) The classification of each Employee;
 - (c) The current biweekly rate of each Employee;
 - (d) The contact information for each Employee, including home address, personal telephone number and personal email address;
 - (e) The total number of hours worked in that calendar year for each non full-time Employee;
 - (f) A seniority list, which also will be posted.

- 7:06 No Employee shall be required to make any written or verbal agreement with the Clinic or its representatives which conflicts with the terms of this Agreement.

Article 8 Joint Labour Management Committee

- 8:01 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) representatives of the Union and up to three (3) representatives of the Clinic. The Chair will alternate between the Clinic and Employee representatives for each meeting.
- 8:02 The Committee shall meet quarterly or more often if agreed between the Union and the Clinic. A meeting agenda and minutes will be prepared and circulated by the presiding chair. Employee members of the Committee shall suffer no loss of basic pay or benefits for time spent in such meetings.
- 8:03 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) Other matters as agreed.

Article 9 Grievance Procedure

- 9:01 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.
- 9:02 Steps of the Grievance Procedure

Either Party may present a grievance. Any grievance which is not presented within fifteen (15) working days following the event giving rise to such grievance or within fifteen (15) working days following the event giving rise to a discharge grievance, shall be forfeited and waived by the aggrieved party.

9:03 All grievances shall be submitted in writing.

9:04 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 Executive Director or designate. The Executive Director or designate shall respond within ten (10) working days. Failing satisfactory resolution, the grievance may be submitted in writing to the Management Committee or designate within ten (10) working days.

Step 2

The Union representative(s) may take the matter up with the Management Committee or designate by sending the Step 2 Grievance to the Executive Director who will refer it to the Management Committee. The Clinic's representative will meet with the Union within ten (10) working days to hear the grievance. The Clinic's representative will respond to the Union, in writing, within ten (10) working days.

9:05 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 10.

9:06 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 10 are established for procedural orderliness in order for there to be a timely disposition of a Grievance and are therefore mandatory. If the party presenting the Grievance misses any of the time limits set forth in this Article, including the time limit for referring a Grievance to Arbitration, the Grievance shall be deemed abandoned. If the party responding to the Grievance misses any of the time limits, the Grievance shall proceed to the next step. The time limits

established in this Article may be extended only by mutual written agreement of the Clinic and the Union.

Article 10 Arbitration

10:01 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 in accordance with the list set forth in Article 10:02 who shall serve in rotation.

10:02 The list of Arbitrators is as follows:

- Colin Robinson
- Karine Pelletier
- Michael Werier

The parties may agree to select another person as sole Arbitrator in the event that none of the arbitrators on the list are able to schedule a hearing within a reasonable time depending on circumstances.

10:03 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.

10:04 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.

10:05 The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement.

10:06 If necessary, the Arbitrator may be requested to clarify the terms of their award. 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.

10:07 The Arbitrator's decision shall be final and binding upon all parties concerned.

10:08 The expense and fee of the Arbitrator shall be borne equally by parties to the arbitration proceedings.

10:09 The time limits fixed in the arbitration procedure may be extended by written agreements by the parties.

Article 11 Strikes and Lockouts

11:01 It is mutually agreed that there shall be no strikes, lockouts, stoppages or work slow-downs during the life of this Agreement.

Article 12 Technological Change

12:01 Technological change shall mean the introduction by the Clinic into its work, undertaking or business of equipment or material of a different nature or kind than that previously used by the Clinic in the operation of the work, undertaking or business, and a change in the manner in which the Clinic carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

12:02 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 likely to be affected by the change;
- (d) The effect that the technological change is likely to have on the terms and conditions, or security, of employment of the Employees affected or the alteration that is likely to be made to the basis upon which the Collective Agreement was negotiated;
- (e) Any other pertinent information.

12:03 In the event of such technological change Article 83, 84, and 85 of the Labour Relations Act of Manitoba shall not apply to the parties during the term of the Collective Agreement.

12:04 When the Clinic introduces technological change as set out in this Article, it shall endeavour, where feasible, to train Employees affected by the technological change to assist these Employees in adjusting to the effects 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 forty-five (45) calendar days, such Employee shall be given notice of layoff, and the layoff, displacement and recall provisions of this Agreement shall apply.

12:05 All training required by the Employer shall be done on paid work time.

Article 13 Layoff or Clinic Closure

13:01 The Clinic agrees to give any Employee who has completed their probationary period, two (2) full weeks' notice in writing, pay in lieu of notice or a combination thereof, of a layoff. An Employee with at least five (5) years seniority will be entitled to a notice period of four (4) full weeks. In the event of a layoff the Clinic shall inform the Union of the proposed reduction and the jobs affected.

13:02 Both parties recognize that job security should increase in proportion to length of service. Layoffs generally shall occur in reverse order of seniority and recalls from layoff generally shall occur in order of seniority. In the event of a deletion of an occupied position or as a result of an Employee exercising their rights under this Article, an Employee may exercise seniority rights to displace another Employee subject to having the requisite qualifications, ability, compatibility and a good employment record. 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. "Ability" refers to mental and physical capability, and "good employment record" means acceptable performance and attendance. "Compatibility" refers to compatibility with the Physician with whom the Employee would be working.

- 13:03** The notice to Employees to be laid off shall give the reasons for the layoff and its expected duration.
- 13:04** Notice of recall to an Employee who has been laid off shall be made by registered mail to the last known address of the Employee. If an Employee fails to reply within one (1) week of the date of such notice or fails to report within two (2) weeks of the notice or on the date specified for return, whichever is the greater, the Employee will be considered to be terminated.
- 13:05** The Clinic undertakes that for the duration of this Agreement, layoff of Employees, other than the Transcriptionist, will not normally occur unless the Physician for whom the Employee works leaves the Clinic or reduces their EFT (for example from full-time to part-time). For greater clarity "Compatibility" will not be used as a reason to lay off an Employee who has completed their probationary period.

Article 14 General Holidays

- 14:01** The following days shall be observed by the Clinic as recognized holidays for which an eligible Employee shall receive a normal working day's pay as set out in Article 21:01.

New Year's Day	August Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Truth and Reconciliation (Sep 30)
Easter Monday	Thanksgiving Day
Victoria Day	Christmas Day
Canada Day (Jul 1)	Boxing Day

And any other day or a portion of a day legislated as a statutory holiday by the provincial government.

- 14:02** If a recognized holiday occurs during an Employee's vacation, they shall have the opportunity to take an extra day of vacation with pay or an extra day of pay.

- 14:03** It is understood and agreed that Remembrance Day shall be a recognized 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 day.
- 14:04** For purposes of Article 14, a normal work week (as provided for in Article 21:01) in which a recognized holiday occurs shall be deemed to be shortened by a normal work day as provided for in Article 21:01.
- 14:05** An Employee is eligible for holiday pay on or for each of the recognized holidays unless the Employee is absent on their first scheduled workday before or after the holiday without the Clinic's consent.
- 14:06** An Employee required to work on a recognized holiday will be paid one and one-half times (1½) the regular rate for all hours worked in addition to the compensation they would have been entitled to for the recognized holiday, or if mutually agreed, one and one half times their regular rate of pay, plus a compensating day off with pay.
- 14:07** When Canada Day, New Year's Day, Christmas Day or Truth and Reconciliation Day fall on a Saturday or Sunday the holiday will be observed on the Friday or Monday immediately preceding or following the holiday, at the discretion of the Clinic.
- 14:08** Employees whose religion recognizes a day(s) other than those set out above may utilize vacation or leave without pay to observe such day(s) subject to reasonable limits on the number of days taken.

Article 15 Transfers

- 15:01** (a) The Clinic will endeavor not to 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.
- (b) In these instances, the Employee involved will be informed regarding the transfer, including expected duration and hours of work.

- (c) In cases where a transfer disrupts existing child care arrangements which cannot otherwise be resolved, appropriate accommodation or notice will be provided.

Article 16 Employee Files

- 16:01** Upon written request to the Employee's supervisor, an Employee may examine their 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 subject to the Employee paying the reasonable cost of copying in cases involving a request for a document already provided or a significant portion of the personnel file.

Article 17 Probationary Period

- 17:01** A full-time Employee will be subject to a four (4) month probationary period of continuous full-time employment.
- 17:02** A part-time Employee shall be on probation for a period of six (6) calendar months or six hundred (600) hours actually worked, whichever is the greater.
- 17:03** 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.
- 17:04** The Clinic shall not be required to show cause of any sort in disciplining and/or discharging probationary Employees and the discipline or discharge of a probationary Employee shall not be the subject of an arbitration unless the Union alleges a breach of the Human Rights Code.
- 17:05** The Clinic may, with notice to the Union and the Employee, extend the probationary period for a further period, not to exceed four (4) calendar months for a total of eight (8) months. A meeting will be held with the Employee to discuss the extension. The Employee has the option to have a Union representative present.

- 17:06** The Clinic shall promptly notify, in writing, the Employee and the Union staff representative upon the successful or non-successful completion of their probationary period.

Article 18 Seniority

- 18:01** Seniority shall be defined as the total length of service of an Employee from the date of last hire.
- 18:02** Seniority shall accumulate during all paid and unpaid authorized leaves of absence.
- 18:03** 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) Resigns or quits.
 - (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 reply within one (1) week from the posting of a registered letter of recall to the last known address made known by the Employee to the Clinic, or fails to return within two (2) weeks from such posting or the date specified in the posting, whichever is greater.
 - (d) Is absent from work without a written approved leave of absence for more than three (3) calendar days unless a reason satisfactory to the Clinic is given by the Employee. Inability to communicate with the Clinic may be considered a satisfactory reason.
 - (e) Fails to return to work on the completion of an authorized leave of absence unless a reason satisfactory to the Clinic is given. Inability to communicate with the Clinic may be considered a satisfactory reason.
- 18:04** 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.

Article 19 Position Vacancies

- 19:01** The Clinic agrees to post all vacancies within the Bargaining Unit (including temporary vacancies of four (4) months or longer) for a period of five (5) complete working days. A copy of each posting shall be given to the Union at the time of posting. Information in the posting shall include:
- (a) Nature of the position;
 - (b) Required education and qualifications;
 - (c) Salary;
 - (d) Hours of work.
- 19:02** Employees within the Bargaining Unit will be given first opportunity to apply for vacancies within the Bargaining Unit. All applicants will be informed of the final decision.
- 19:03** 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 of service.
- 19:04** (a) Subject to Article 18:01, in the case of a position vacancy other than Medical Office Assistant, the selection of an Employee for a vacant or new position shall be based on qualifications, ability, and prior work record. Where these factors are deemed relatively equal, seniority shall be the deciding factor.
- (b) Subject to Article 18:01, in the case of a position vacancy of a Medical Office Assistant, the selection for a vacant or new Medical Office Assistant position shall be based on qualifications, ability, compatibility and prior work record. Where these factors are deemed relatively equal by the Physician, seniority shall be the deciding factor.
- An unsuccessful applicant may inquire of the Clinic as to the reasons the Employee was not selected for the position, which shall be provided in writing.

- 19:05** All promotions and voluntary transfers are subject to a two (2) week trial period, and if an Employee is found by the Clinic to be unsatisfactory in their new position during this trial period, the Employee shall be returned to the Employee's former classification of service without loss of seniority. All other Employees so affected may be returned to their former classification of service as required without any notice requirement and without loss of seniority.

The Employee may elect to return to their former classification of service at any time during the two (2) week trial period, without loss of seniority.

- 19:06** If a newly hired Employee should resign her position within the first thirty (30) 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 20 Discipline and Termination

- 20:01** When a formal interview is conducted of an Employee with respect to a situation which may give rise to discipline or to take disciplinary action against that Employee, the Employee is entitled to be represented by a Union representative at any such meetings. The Employee shall be informed of this right before the meeting begins. If the Employee chooses not to be represented, the meeting shall proceed.
- 20:02** Employees receiving disciplinary action will have access to their own personnel file upon written request by the Employee involved. An Employee who has successfully completed their probationary period shall only be disciplined, suspended or discharged for just cause.
- 20:03** Employment may be terminated voluntarily by an Employee by giving one (1) pay period of notice in writing exclusive of any vacation due. Employees who have completed their probationary period but have been employed for less than one (1) year, must only provide one (1) week's termination notice.
- 20:04** Employment may be terminated by either the Clinic or an Employee with less notice or without notice:

- (a) By mutual agreement between the Clinic and Employee.
- (b) If the Employee's status is probationary or casual, or term upon the expiry thereof.
- (c) When an Employee who has completed the probationary period is discharged for just cause and not reinstated.
- (d) When the Clinic issues payment of basic salary equivalent to the period of notice not given.

20:05 Except as provided in Article 20:04, when terminating Employees the Clinic must give the following notice (which will run concurrently with the notice provided in Article 13.01):

Period of Employment	Notice Period
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

Should the Employment Standards Code require greater notice, the Employment Standards Code shall prevail.

Article 21 Hours of Work

- 21:01** Depending on operational requirements and the preference of individual physicians, the normal workday shall be between seven and one-half (7½) and eight (8) hours excluding meal periods and including rest periods. The normal work week will be between thirty-six (36) and forty (40) hours.
- 21:02** Employees who work at least five (5) hours are entitled to a half hour (½) hour unpaid lunch break. Depending on operational requirements and physician preference, this unpaid lunch break may be up to one (1) hour.

- 21:03** The Clinic will endeavor to give at least two (2) weeks notice of any change of scheduled hours.
- 21:04** With the consent of their physicians, Employees may arrange to work more than eight (8) hours in one (1) or more days, all at straight time, and leave early on another day provided that total hours worked in a week does not exceed an average of forty (40) in a Pay Period. The Union will be informed of such arrangements.

Article 22 Overtime

- 22:01** Overtime shall mean any authorized time worked in excess of eight (8) hours in a day or forty (40) hours in a week.
- 22:02** Except as provided herein, all overtime must be approved in advance by the Executive Director or designate. For clarity, Physicians are not empowered to authorize overtime.
- 22:03** Overtime shall be paid at one and one-half (1½) times the Employee's regular hourly rate of pay.

Article 23 Wages

- 23:01** 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. The Clinic shall explain the rationale for such decision to the Union upon request.
- 23:02** Wages shall be paid biweekly.
- 23:03** 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.
- 23:04** If the parties cannot reach an agreement pursuant to Article 23:03, the dispute may be submitted for determination pursuant to the provisions of Article 10 (Arbitration).

- 23:05 An Employee shall be entitled to receive an increment increase effective the first pay period in which the increment increase date falls.

Article 24 Promotions

- 24:01 "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 pay.
- 24:02 All hours worked in connection with a temporary transfer to a higher paid classification that lasts for more than two (2) weeks, will be paid by increasing the Employee's current salary to the nearest step value in the higher classified position resulting in an increase of pay.

Article 25 Demotions

- 25:01 Demotion means a change of employment to a lesser paid classification within the scope of this Agreement. Upon demotion, the Employee's current salary is reduced to the rate of pay of the lower paid classification at a step which is equivalent to the step the Employee was occupying prior to the demotion.
- 25:02 Should an Employee be temporarily transferred or reclassified to a lower classification due to changing conditions in the Clinic, or due to the results of a position re-evaluation, they will maintain their current hourly rate of pay until the salary schedule in which the Employee was reclassified reaches their hourly rate of pay.

Article 26 Payment for Meeting Attendance

- 26:01 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.

Article 27 Increments for Non Full-Time Employees

- 27:01 Part-time, Term and Casual Employees shall progress on the wage scale shown in Salary Schedule on the basis of total hours worked (1800 hours worked

equaling one [1] year of service). Paid hours for purposes such as vacation, holidays or paid sick leave shall be included as hours worked.

Article 28 Uniform Allowance

- 28:01** Full-time and part-time Employees who have successfully completed their probationary period will be provided with a uniform (two [2] shirts and two [2] pants) designed to provide a comfortable fit. Depending on wear and tear, uniforms will be replaced approximately every two (2) years. If the Employee leaves, they shall return the uniform, washed and in good condition. All other Employees must provide their own clothing (all black).

Article 29 Witness Duty

- 29:01** An Employee required to appear in court as a witness on behalf of the Crown shall not suffer any loss of wages or benefits for the time so required. Employees shall reimburse the Clinic any amount received for services as a witness. The Employee shall return to work as soon as possible after being released as a witness.

Article 30 Workplace Safety and Health Committee

- 30:01** The Clinic shall, in accordance with the objects and purposes of The Workplace Safety and Health Act:
- (a) ensure so far as is reasonably practicable, the safety, health, and welfare at work of all Employees; and
 - (b) comply with The Workplace Safety and Health Act and regulations.
- 30:02** It is agreed that the Clinic and the Union will cooperate fully in the matter of safety and accident prevention, and the Clinic agrees to provide safety equipment where required and to install safety devices where necessary.
- 30:03** (a) A joint Safety and Health Committee comprising two (2) members chosen by the Clinic and two (2) members chosen by the Union shall be established to examine all aspects of safety and health measures within the workplace. The members shall serve for a term of two (2) years which may be renewed;

- (b) The joint Safety and Health Committee shall hold meetings at least quarterly for considering monitoring, inspecting, investigating and reviewing safety and health conditions and practices within the Clinic;
- (c) Minutes of the Workplace Safety and Health Committee meetings shall be recorded, provided to Committee members and posted on the bulletin board in the Clinic.

Article 31 No Discrimination/No Harassment

- 31:01** The Clinic and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced toward any Employee in the matter of hiring, salary rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity, marital status, family status, disability or any other applicable characteristics set forth in Section 9 (2) of The Human Rights Code (MB), nor by reason of their membership or non-membership or activity in the Union, subject to the concepts of bona fide occupational requirement/qualification and undue hardship.
- 31:02** The Clinic and the Union recognize that every Employee has the right to work in an environment free of harassment and violence and to be treated with respect and courtesy. "Harassment" means any action, conduct or comment, including of a sexual nature, that can reasonably be expected to cause offence, humiliation or other physical or psychological injury or illness to an Employee, including any prohibited action, conduct or comment. "Violence" means the attempted or actual exercise of physical force against an Employee, and any threatening statement or behaviour that gives an Employee reasonable cause to believe that physical force will be used against them.
- 31:03** An Employee (the "Complainant") may register a complaint concerning discrimination and harassment by providing a complaint to the Executive Director. The Executive Director will then meet with the Complainant to discuss the complaint. The Complainant has the right to Union representation in this meeting and throughout the investigation process. The Executive Director also will meet with the person against whom the complaint is lodged (the

“Respondent”) to inform them of the complaint, explain the nature of the complaint, and request a response to the allegations. If the Respondent is an Employee, they have a right to Union representation in this meeting and throughout the investigation process.

If the complaint is lodged against the Executive Director, then the complaint will be provided to, and the investigation will be conducted by, a member of the Management Committee, who will be made known to the Union.

- 31:04** All complaints will be treated with as much confidentiality as possible both by the Clinic and the Union. No Employee will be disciplined or subjected to retaliation for a discrimination or harassment complaint made in good faith with reasonable grounds.
- 31:05** A resolution of a complaint may include a determination by the Clinic that the complaint does not describe an action that constitutes discrimination or harassment as defined by The Human Rights Code and The Workplace Safety and Health Act and regulations and this Agreement.
- 31:06** The good faith exercise of Management Rights as set forth in Article 4 shall not constitute harassment.
- 31:07** Where possible an Employee who considers this Article is being violated is encouraged to attempt to resolve the matter by discussing the behaviour which is considered to be discriminatory or harassing with the Respondent and making it clear that the behaviour is unwelcome. Failure to attempt an informal resolution does not preclude an Employee from formally reporting the discrimination or harassment as provided in Article 31.
- 31:08** When a complaint alleging either discrimination or harassment is received, the Clinic will acknowledge receipt and investigate the complaint promptly.
- 31:09** The results of the investigation of a complaint under this Article will be communicated to the Complainant, the Respondent, and the Union. The parties agree that they may work together to effect a mediated resolution with the consent of all involved.

- 31:10** If the complaint is substantiated, the Clinic will meet with the Respondent and inform them of remedial action to be taken which may involve discipline up to and including dismissal. If the Respondent is an Employee they will have the right to Union representation in this meeting and any disciplinary action will be subject to the terms of this Agreement.
- 31:11** If the Clinic determines that a complaint of discrimination or harassment has not been made in good faith including frivolous, vexatious or vindictive complaints, the Clinic may take remedial action against the complainant which may involve discipline up to and including dismissal.
- 31:12** An Employee who has filed a discrimination or harassment complaint and who is dissatisfied with the outcome may file a grievance in accordance with the Grievance and Arbitration procedure set forth in Article 9 and Article 10, which has exclusive jurisdiction to deal with such matters.
- 31:13** Any information or documents on the discrimination or harassment incident will be maintained by and in the safekeeping of the Clinic and the Union. All other communication and actions taken with respect to the discrimination or harassment complaint shall be documented, signed and dated. Where the discrimination or harassment complaint results in formal discipline, the incident shall be documented in the Employee's file with disciplinary actions noted.

Article 32 Leaves

- 32:01** The Clinic may, in its sole discretion, grant other leaves of absence upon request, with or without pay.
- 32:02** The requesting, granting and/or denial of leaves of absences shall be in writing.
- 32:03** Seniority will accumulate during any authorized leave of absence.

Article 33 Vacation Leave

- 33:01** The vacation year shall be from April 1 of one (1) year to March 31 of 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; however Employees are not entitled to take vacation until they have completed one (1) full year of employment.

- 33:02** 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
From hire to second year inclusive	2 weeks (approximately .83 days per month of service) and pay at 4% of gross wages
In the third to fifth year inclusive	3 weeks (approximately 1.25 days per month of service) and pay at 6% of gross wages)
In the sixth to tenth year inclusive	4 weeks (approximately 1.67 days per month of service) and pay at 8% of gross wages
In the eleventh to twenty-second year inclusive	5 weeks (approximately 2.08 days per month of service) and pay at 10% of gross wages
In the twenty-third and subsequent years	6 weeks (approximately 2.5 days per month of service) and pay at 12% of gross wages

- 33:03** Vacation pay will be paid in accordance with the normal pay period most closely corresponding to the vacation.

Time off will be determined on the basis of seniority and must be taken in blocks of a minimum of a full week except with the agreement of the Clinic.

Vacation time is subject to operational requirements and no more than one (1) Employee per station or two (2) Employees in total can be off at any one (1) time.

Vacation entitlement cannot be carried over from year to year without the express written approval of the Clinic which will be granted only in exceptional circumstances.

Employees who leave employment for any reason, having taken more vacation pay than they have earned, will have the excess treated as a loan to be recovered from amounts otherwise owed or repaid.

- 33:04** The Clinic will post an approved vacation schedule not later than March 31 having considered the operational requirements and the seniority, circumstances and preferences of each Employee.

The Clinic may require an Employee to take vacation in two (2) non-contiguous periods where the requested and approved dates fall, in whole or in part, within the period of June 1 to September 30.

- 33:05** Employees who do not submit their vacation requests within this time period may not receive their choice of vacation.

Article 34 Family Leave

- 34:01** 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.
- 34:02** A full-time or part-time Employee shall be entitled to up to three (3) days of unpaid leave each fiscal year to attend to family responsibilities which are real and unavoidable and which necessitate the Employee's absence from work. Reasonable verification shall be provided on request. Employees may elect to be paid for such leave by utilizing sick leave or vacation credits.

Article 35 Bereavement Leave

- 35:01** An Employee shall be granted paid bereavement leave in the event of death of a family member as follows:

Spouse, child, parent	Up to five (5) days
Sibling, parent-in-law	Up to three (3) days

Grandparents, sibling-in-law, aunt, uncle, niece, nephew	Up to one (1) day
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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.

- 35:02** Bereavement leave with pay may be extended where travel is required.
- 35:03** In the event that an Employee is on approved vacation and a family member (as outlined above) passes away, the Employee shall be eligible to have their time off changed to bereavement leave rather than vacation. The amount of leave allowed would be the equivalent to the number of days that would have been granted had the Employee been at work.
- 35:04** Employees may request additional leave without pay, which shall not unreasonably be denied.

Article 36 Compassionate Care Leave

- 36:01** (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 ninety (90) 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 Clinic 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, totaling 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 Clinic 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 spouse or common-law partner of the Employee's parent;
 - (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 Clinic at least forty-eight (48) hours notice. Where an Employee has been provided necessary time off under this section, and where the Clinic has made arrangements for alternate staffing for covering the anticipated absence, the Clinic shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (f) For the purpose of benefits, the employment of an Employee with the same Clinic before and after a leave under this Article is deemed to be continuous.

Article 37 Critical Illness Leave

- 37:01** 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 whose baseline state of health has significantly changed and whose life is at risk as a result of

an illness or injury. up to seventeen (17) weeks within a fifty-two (52) week period.

37:02 Critical Illness Leave will be considered as an approved Leave of Absence subject to the following:

- (a) An Employee must have completed at least ninety (90) days of employment as of the intended date of 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.
- (b) For the purpose of pension and other benefits, the employment of an Employee with the same Clinic before and after a leave under this Article is deemed to be continuous.
- (c) An Employee may choose to take the leave intermittently or in one (1) 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 Clinic. A leave must end no later than fifty-two (52) weeks after the day the first period of leave began. If an adult in respect of whom an Employee has taken a leave under this Article remains critically ill after the initial fifty-two (52) week expires, the Employee is entitled to take another leave and the requirements of this Article apply to this new leave.
- (d) An Employee may elect to end the leave early, with written notice to the Clinic of at least one (1) pay period, unless there is a mutual agreement to end the leave sooner.
- (e) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Clinic 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 38 Critical Illness Leave (Child)

38:01 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 child whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury, who is their family member and is under eighteen (18) years old.

38:02 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 Clinic for at least thirty (30) days of employment and is family member of a child who is under eighteen (18) years old and whose baseline state of health has significantly changed and whose life is at risk as a result of an illness or injury.
- (b) A family member, in relation to an Employee, for the purpose of this Article shall be defined as someone who is under the age of eighteen (18) years old and is:
 - (i) A child of the Employee or a child of the Employee's spouse or common-law partner;
 - (ii) A brother, sister, step-brother, step-sister, nephew, niece, grandchild of the Employee or of the Employee's spouse or common-law partner;
 - (iii) A person with whom the child was placed for the purposes of adoption;
 - (iv) Current or former foster child, ward or guardian of the Employee or of the Employee's spouse or common-law partner; or

- (v) Any other person whom the Employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.
- (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 Clinic 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 Clinic 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 Clinic 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 39 Interpersonal Violence Leave

39:01 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 dependant in respect of a physical or psychological injury or disability;
- (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 interpersonal violence;
- (f) Any other prescribed purpose.

39:02 For the purposes of this Article, "dependant" means:

- (a) A child of the Employee;
- (b) A child of the Employee's spouse or common-law partner;
- (c) Any person under eighteen (18) years of age who is under the care and control of the Employee;
- (d) Any person who is eighteen (18) years of age or older, and who, because of illness, disability or any other reason, is under the day-to-day care and control of the Employee;

39:03 An Employee who has been employed by the Clinic for at least ninety (90) days and is a victim of interpersonal violence is entitled to the following leaves in each fifty-two (52) week period:

- (a) Leave of up to ten (10) days, which the Employee may choose to take intermittently or in one (1) continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one (1) continuous period;
- (c) For either (a) or (b) above, up to five (5) days are Clinic 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 Clinic before and after a leave under this Article is deemed to be continuous;

- (f) Upon requesting leave under this Article, the Clinic 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 Clinic 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 40 Parenting Leaves

40:01 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 by the Clinic.
- (ii) A written request must be submitted not less than four (4) weeks before the intended date of leave, unless such notice is impossible for medical reasons.
- (iii) In the interest of job performance or Employee health, as verified by a qualified medical practitioner, the Clinic 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 Clinic.

(b) Parental Leave

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

- (i) Becomes a parent of a child.
- (ii) Have completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) Submits to the Clinic 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 Clinic 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.

- (v) 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 Clinic in writing at least two (2) weeks, or one (1) pay period, whichever is longer, in advance of their 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) On return from Maternity and/or Parental Leave, the Employee shall be placed in their former classification at the same increment step.

40:02 All maternity leave vacancies will be posted.

40:03 Employees who qualify for and take Maternity, Parental or Adoptive Leave will be entitled to maintain benefits by prepaying their portion of premiums and the Clinic will, in the form of a forgivable loan, cover the Employer portion. If the Employee returns to active employment for at least twelve (12) months following the Leave the loan will be forgiven in full; otherwise the loan must be repaid/recovered in a portion equal to the shortfall of the required return of service.

Article 41 Paid Sick Leave

- 41:01** After successful completion of the probationary period full-time Employees will be entitled to seven (7) paid sick days per calendar year, with the first year being prorated. Unused sick days are non-cumulative.
- 41:02** Employees may use paid sick days to care for a sick dependent child.

Article 42 Benefits

- 42:01** Medical/Dental – The Clinic shall arrange for both dental and extended health care benefits. Employees who are regularly scheduled to work at least twenty-eight (28) hours per week are eligible. Coverage begins after successful completion of the probationary period. The extended health care plan is

optional. The dental is mandatory with the exception of Employees who can provide written confirmation of similar coverage through a spouse's plan. The premium cost will be borne one hundred percent (100%) by the Clinic. The Clinic shall provide a copy of the benefit booklet to Employees and the Union upon request. Once enrolled in the program Employees may not withdraw or change the level of coverage without proof of duplicate coverage.

- 42:02** Short-Term Disability/Long-Term Disability - The Clinic shall arrange for short-term disability (STD) and long-term disability (LTD) for all full-time Employees with the premium cost to be borne one hundred percent (100%) by Employees. Coverage begins after successful completion of the probationary period. STD covers medical leaves of absence from the end of the second week of disability to the 15th week. LTD begins after the 15th week.
- 42:03** Life Insurance – The Clinic shall arrange for term life insurance for all full-time Employees. Coverage begins after successful completion of the probationary period. The premium cost will be borne one hundred percent (100%) by the Clinic. The value of the benefit is as follows:
- (a) Employees with less than ten (10) years seniority _____ 1x annual salary
 - (b) Employees with ten (10) years seniority or more _____ 2x annual salary
- 42:04** Group RRSP – The Clinic shall continue the Group RRSP Plan. Full-time Employees will be eligible to participate after eight (8) years of service. Details are as provided in the Employee Handbook. Employee contributions will be matched by the Clinic up to a maximum of:
- a) After eight (8) years- \$1,500;
 - b) After thirteen (13) years- \$2,000;
 - c) After eighteen (18) years- \$2,500;
 - d) After twenty-three (23) years- \$3,000.
- 42:05** The obligation of the Clinic is limited to arranging for the various benefit plans. Any dispute regarding eligibility or amount of coverage must be addressed to the applicable plan provider.

- 42:06** The Clinic reserves the right on reasonable grounds that consider the intrusion on privacy to refer an Employee for an independent medical exam (IME) the cost of which shall be borne by the Clinic.
- 42:07** Employees on unpaid leave may elect to continue benefits by prepaying one hundred percent (100%) of the total premiums.

Signed this 8th day of September, 2025.

On behalf of Assiniboine Medical Clinic

Kiminda Lawrence
On behalf of Manitoba Government and
General Employees' Union

On behalf of Assiniboine Medical Clinic


On behalf of Manitoba Government and
General Employees' Union

Salary Schedule

Effective June 25, 2025

Classification	Start Step 1	Start Step 2	Start Step 4	Start Step 4	Start Step 5	Start Step 6
Billing Clerk	16.75	17.50	19.25	20.75	21.80	22.90
Information Desk	16.75	17.50	19.25	20.75	21.80	22.90
Medical Office Assistant	16.75	17.50	19.25	20.75	21.80	22.90
Medical Records	16.75	17.50	19.25	20.75	21.80	22.90
Surgery Office Assistant	16.75	17.50	19.25	20.75	21.80	22.90
Transcriptionist	16.75	17.50	19.25	20.75	21.80	22.90
Specialties Medical Office Assistant	20.00	21.00	22.50	23.50	24.50	25.75

Effective June 25, 2026 – 2.75% GWI

Classification	Start Step 1	Start Step 2	Start Step 4	Start Step 4	Start Step 5	Start Step 6
Billing Clerk	17.21	17.98	19.78	21.32	22.40	23.53
Information Desk	17.21	17.98	19.78	21.32	22.40	23.53
Medical Office Assistant	17.21	17.98	19.78	21.32	22.40	23.53
Medical Records	17.21	17.98	19.78	21.32	22.40	23.53
Surgery Office Assistant	17.21	17.98	19.78	21.32	22.40	23.53
Transcriptionist	17.21	17.98	19.78	21.32	22.40	23.53
Specialties Medical Office Assistant	20.55	21.58	23.12	24.15	25.17	26.46

Effective June 25, 2027 – 2.75%

Classification	Start Step 1	Start Step 2	Start Step 4	Start Step 4	Start Step 5	Start Step 6
Billing Clerk	17.68	18.47	20.32	21.91	23.02	24.18
Information Desk	17.68	18.47	20.32	21.91	23.02	24.18
Medical Office Assistant	17.68	18.47	20.32	21.91	23.02	24.18
Medical Records	17.68	18.47	20.32	21.91	23.02	24.18
Surgery Office Assistant	17.68	18.47	20.32	21.91	23.02	24.18
Transcriptionist	17.68	18.47	20.32	21.91	23.02	24.18
Specialties Medical Office Assistant	21.12	22.17	23.76	24.81	25.86	27.19

Part-time Employees will progress on the basis of 1,800 hours worked equals one (1) year.

Rates for the first year have been fashioned in an effort to place all Employees on the grid and to establish a wage grid which gives as many Employees as possible an increase. Employees whose current pay is above the spot on the wage grid which corresponds to their length of service will be moved to the first higher step which gives them a wage increase, or at least corresponds with their current salary. Employees who do not receive an increase of at least 2% as a result of their placement on the wage grid will receive a special signing bonus as set forth in Letter of Understanding No. 4.

Employees who are moved to a higher step on the grid, other than the top rate, will then progress to the next step in the number of years specified (for example, if a full-time Employee is moved to the 15-year step as at the date of ratification they will progress to the 22-year step exactly seven (7) years from the date of ratification).

Employees whose current rate is below the rate on the grid which corresponds with their length of service will receive an increase.


On behalf of Manitoba Government and
General Employees' Union


On behalf of Manitoba Government and
General Employees' Union


On behalf of Manitoba Government and
General Employees' Union

Letter of Understanding No. 4

between

Assiniboine Medical Clinic Inc. (the "Clinic")

and

Manitoba Government and General Employees' Union (the "Union")

Re: Special signing bonus for Employees who do not receive a 2% wage increase by virtue of being placed on the Grid.

The parties acknowledge that some Employees, by virtue of being placed on the Grid in Salary Schedule will not achieve at least a two percent (2%) wage increase compared to their current salary.

It is agreed that the Employees listed below, provided they remain employed as at the date of ratification, will receive a special signing bonus in the amount shown.

The names of eligible Employees and the amount of the special signing bonus, which will be paid by separate cheque as soon as possible after ratification, are as set forth below:

Name of Employee	Amount of Special Signing Bonus
Diane Lachance	\$838.86
Misty Harris	\$132.00
Shelby Muise	\$190.02
Leslie Waruk	\$642.77
Shiereen Habon	\$536.57
Maryam Salamat	\$71.33
Anupreet Kaur	\$67.04
Harleen Kaur	\$33.24
Glenda Catacutan	\$468.06
Chandani Narine	\$468.06
Amandeep Kaur	\$14.20

Signed this 8th day of September, 2025.

Wayne Miller
On behalf of Assiniboine Medical Clinic

On behalf of Assiniboine Medical Clinic

Minanda Lawrence
On behalf of Manitoba Government and
General Employees' Union

James Davidson
On behalf of Manitoba Government and
General Employees' Union