

Collective Agreement

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Local 363

January 1, 2024 to December 31, 2027

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*All changes appear in **bold**.

This Agreement made this 17th day of December, 2024.

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, **2027**.
All employees will receive back pay on wage changes to January 1, **2024**.

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 for the purpose 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 **successful completion of their probationary period.**

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 **Grievance Procedure**, 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 **their** 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** **The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive.**
- 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 **their** 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 **they are** 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 **they are** qualified, the employee will be considered for the position, if the employee is appointed to the position and declines the position, **they** 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 **four (4)** employee representatives and up to **four (4)** representatives of the Clinic **unless mutually agreed otherwise. The local Union committee shall be appointed by the local Union Executive and may at any time have a representative from the Manitoba Government and General Employees' Union.** 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** (a) **The main purpose of the Committee is for the exchange of information, seeking and considering the advice and view of each party, with appropriate opportunity to discuss and comment in a genuine manner, and provide recommendations wherever possible.**
- (b) **The above does not imply unanimous or majority agreement, nor does it interfere with Employer or Union rights arising out of the Collective Agreement.**
- (c) **The Labour Management Committee shall not be used as vehicles for setting disputes which should be processed through the Grievance and Arbitration Procedure.**
- 10:04** The Committee shall not deal with grievances which are in the course of being processed as provided within the **Grievance Procedure** of this **Collective Agreement.**

Article 11 Grievance Procedure

11:01 Definition of a Grievance

A grievance shall be defined as any dispute between the Employer and an employee, a group of employees, or the Union arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement. Where a grievance is filed by the Employer, the process contained in the following Articles shall apply with the appropriate modifications.

11:02 Settling of a Grievance

When an employee has a complaint, disagreement, or difference of opinion, they will communicate and seek resolution directly with the Employer through discussion with their immediate supervisor or Human Resources.

An earnest effort shall be made to settle grievances fairly and equitably in the manner set out in this Article. However, nothing in this Collective Agreement shall preclude the Employer and the Union from mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures, without prejudice to their respective positions.

Discussion Stage

Within ten (10) working days after the employee becomes aware of the issue or concern, the grievor shall attempt to resolve the dispute with their immediate supervisor, who is outside the bargaining unit. If the grievance originates while the employee is on an approved leave of absence from work, the grievance must be brought forward within ten (10) working days of their return. An employee may choose to be accompanied by a Union Representative at the discussion stage of the grievance procedure and will be accompanied by a Union Representative for Steps One and Two.

Step One: Written Grievance Submission

If the grievance is not resolved in the discussion stage, the Union may, within the ensuing twenty (20) working days, submit the grievance in writing to Human Resources, stating all allegations and remedies sought.

The Employer shall have twenty (20) working days to respond to the written grievance following its submission.

Step Two: Written Grievance Submission – Chief Executive Officer

If the grievance remains unresolved or unsatisfactory to the grievor following Step One, the Union may, within twenty (20) working days following the response provided by the Employer in Step One, submit the grievance in writing to the Chief Executive Officer or designate (as defined by the Employer), who shall investigate the matter, and may if required, request a meeting with the Union to hear the grievance.

The Chief Executive Officer or designee shall have twenty (20) working days to respond to the written grievance following its submission.

- 11:03 Policy grievances, group grievances, and grievances filed as a result of dismissal or suspension, or demotion shall be submitted at Step Two.
- 11:04 Any grievance which is not presented in writing within thirty (30) working days following the event, or the knowledge of event, giving rise to such grievance or within ten (10) working days of an employees return to work, if the grievance originates while the employee is on an approved leave of absence from work, shall be forfeited and waived by the aggrieved party.
- 11:05 Union Representatives at the site, upon request to their immediate supervisor and subject to operational requirements, shall be granted necessary time off with pay to meet with the Employer for the purpose of processing grievances, subject to a maximum cost to the Employer of maintaining the salaries of two (2) employees, or more if mutually

agreed upon. Such permission shall not be unreasonably sought or withheld.

- 11:06** If a satisfactory settlement cannot be reached through the grievance procedure, 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.
- 11:07** 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 for there to be a timely disposition of a grievance. The foregoing time limits may be extended only by mutual written agreement between the Employer 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) **working** 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 **their** 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 **their** work, undertaking or business of equipment than that previously used by **them** 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 **their** rights under this Article, an employee may exercise seniority rights to displace another employee in the same or lower classification subject to **them** 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/ Civic Holiday
Louis Riel Day	National Day of Truth & Reconciliation
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, **they** 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 **both Remembrance Day and National Day of Truth & Reconciliation** 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 **and/or National Day of Truth & Reconciliation** 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 **their** 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 **they** would have been entitled to for the statutory holiday, or if mutually agreed, one and one half times **their** 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 Responsibility Pay

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 **their** regular hourly rate of pay.

18:02 **When an employee is requested to temporarily and for the short-term perform additional duties above and beyond the primary responsibilities of the position, the employee's current hourly salary rate shall be increased by two dollars (\$2.00) per hour, until such a time as the employee resumes their original duties and responsibilities. Should the time not equal a full hour, all time shall be calculated in one (1) hour increments.**

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 **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. 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 **their** 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 **their** 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 **their** former classification.
- 23:04** (a) Subject to Article 22:01, in the case of a position vacancy other than Doctor Assistant **and/or Nurse**, 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 Assistant and/or Nurse, the selection for a vacant or new Doctor 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 **their** 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 **their** 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 **their** 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

24:04 A term employee who applies for and is awarded a **new term position or permanent position** prior to the end of their period of term employment, shall have their service connected for seniority purposes, provided the subsequent position commences within four (4) weeks of the expiry of the original term position.

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 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 **they** 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 **they are** 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 **ten (10)** and 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 **within** 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, **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 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 **their** last increment or **their** 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 **three hundred dollars (\$300)** 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 **three hundred dollars (\$300)**.
- (c) The uniform allowance payout is a taxable benefit.
- (d) **The Clinic will consult with the Union prior to the implementation of a dress code.**
- (e) **An employee must complete the probationary period before being eligible for an allowance.**

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 **and one-quarter (1¼)** day for every calendar month of service. Eligible part time employees will earn such leave on the basis of one **and one-quarter (1¼)** 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 thirty (130)** 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 **they are** 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 4th year inclusive:	3 weeks (approximating 1.25 days per month of service)
In the 5th to 10 th year inclusive:	4 weeks (approximating 1.67 days per month of service)
In the 11 th to 21st year inclusive:	5 weeks (approximating 2.08 days per month of service)
In the 22nd 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.

Long Service Vacation Bonus

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The

additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative. Part-time employees shall be entitled to a pro-rata portion of this benefit.

- 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 **their** choice of vacation under 39:03 shall not subsequently have preference in choice of vacation time for dates where another employee(s) has indicated **their** 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 **they have** 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 **they have** 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 **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) An employee may end **their** 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 **their** 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 agrees to continue to participate in the Pension Plan for the employees of Winnipeg Clinic Medical Corporation in accordance with the provisions in Policy Plan #42115 and the Manitoba Pension Benefits Act/Regulations.

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 six (6%) percent of the employee's annual earnings.

Applicable to employees hired on and after January 1, 2018

54:03 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.

54:04 (a) **In February of every year, the Clinic will provide the Union with a listing of all employees who are eligible to participate in the pension plan per plan/policy #42115, together with their contribution percentage.**

(b) **The Clinic will notify the Union of any outstanding enrolments to the pension plan and provide evidence of follow up with the employee for enrolment purposes.**

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 Optical Care

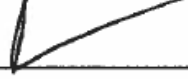
- 56:01** Optical care shall be available through the Blue Cross to employees enrolling in same, but said employees must pay the full cost of the premiums.

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.

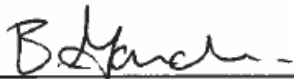
Signed this 17 day of December, 2024.



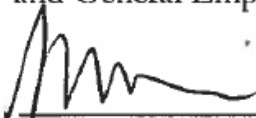
On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

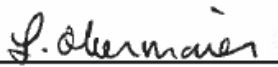


On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding #1

between

Winnipeg Clinic Medical Corporation

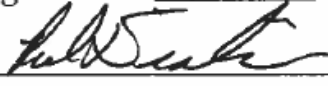
and

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 17 day of December, 2024.



On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding #2

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 17 day of December, 2024.



On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding #3

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Re: Health Spending Account (HSA)


The Employer shall provide a Healthcare Spending Account (HSA) for eligible full and part-time regular and term employees effective January 1, 2025, subject to the following parameters:

- 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 HSA.
- The maximum HSA claim benefit shall be five hundred dollars (\$500) per year for full-time regular and term employees and two hundred fifty dollars (\$250) per year for eligible part time regular and term employees. This will be prorated to half of the HSA claim benefit maximums if benefits begin after July 1 in any given year.
- The HSA will provide for a carryover of unused HSA dollars from one year to the next, but an employee can only carry forward unused HSA dollars claims for up to one year as allowed by current CRA Regulations. For example, if a full-time employee had \$200 in claims in the first year, then the employee can claim the \$200 in the first year and carry forward the \$300 of unused dollars for up to one year.
- The HSA will provide for a carryover period of claims incurred in a prior fiscal year; however, these claims must be remitted within ninety (90)


days from the end of the benefit year in accordance with the HSAs administration.

- The list of qualifying HSA items will be consistent with CRA Regulations for qualifying medical expenses. As further clarification, the HSA will be designed and administered to cover only those expenses as allowable by CRA Regulations where the benefit can be provided to employees on a “non-taxable” basis.
- Employees may use this benefit to cover the cost of qualifying HSA items for either themselves and/or spouse and/or dependent person who resides with them per CRA Regulations.
- Claims administration is to be determined by the Employer which may include the utilization of third-party administrator.
- Employees will be provided with access to plan information and account balances through either the Employer or a third-party administrator.

Signed this 17 day of December, 2024.



On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding #4

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Re: Retroactive Payment

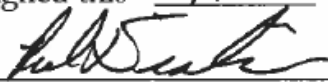
Former employees are entitled to receive any applicable retroactive pay, provided they request the retroactive pay from the Clinic in writing no later than ninety (90) days after the ratification date.


As part of the written request submitted, the employee must include the following:

Mail and/or Email Subject Line must state:

- “Retro Payment Request for former MGEU Local 363 (Winnipeg Clinic) – employee’s full name at time of employment.”
- Date of Retirement/Resignation.
- Employee’s current mailing address.
- Other information may be requested by the Clinic if required.

Signed this 17 day of December, 2024.


On behalf of Winnipeg Medical Corporation


On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Winnipeg Clinic Medical Corporation

and

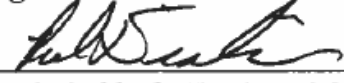
Manitoba Government and General Employees' Union

Re: Retention and Recognition Bonus


To recognize the contributions of the members of the bargaining unit to the Winnipeg Clinic, the Employer agrees to the following:

- (a) Full-time employees who are in the employ of the Winnipeg Clinic on the date of the signing of this Agreement will receive a retention and recognition bonus of one thousand dollars (\$1,000).
- (b) Part-time employees who are in the employ of the Winnipeg Clinic on the date of the signing of this Agreement will receive a retention and recognition bonus of five hundred dollars (\$500).

Signed this 17 day of December, 2024.



On behalf of Winnipeg Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Salary Schedule

EFFECTIVE JANUARY 1, 2024 (2.75% GENERAL WAGE INCREASE)

-Clerk classification moved to match Switchboard classification

-Accounts Clerk classification moved to match the Senior Clerk Classification

-10 year long service step introduced (1.5%), 20 year long service step adjusted accordingly (1.5% above 10 YR)

Classification	Start	Year 1	Year 2	Year 3	Year 4	Year 5	10 YR LSS	20 YR LSS
Clerk Switchboard	16.201	16.725	17.289	17.753	18.424	19.068	19.354	19.644
Senior Clerk Accounts Clerk	16.546	17.058	17.616	18.112	18.744	19.372	19.663	19.958
Doctor Assistant	18.319	19.138	19.889	20.626	21.440	22.157	22.489	22.826
Transcriptionist	20.215	21.128	21.964	22.922	23.760	24.597	24.966	25.340
LPN	24.898	26.137	27.390	28.615	29.867	31.093	31.559	32.032
RN	33.248	34.490	35.774	36.976	38.188	39.428	40.019	40.619

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.

EFFECTIVE JANUARY 1, 2025 (2.75% GENERAL WAGE INCREASE)

-Deletion of "starting" step for all classifications. Year 1 is now the initial starting placement of the salary schedule.

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	10 YR LSS	20 YR LSS
Clerk Switchboard	17.185	17.764	18.241	18.931	19.592	19.886	20.184
Senior Clerk Accounts Clerk	17.527	18.100	18.610	19.259	19.905	20.204	20.507
Doctor Assistant	19.664	20.436	21.193	22.030	22.766	23.107	23.454
Transcriptionist	21.709	22.568	23.552	24.413	25.273	25.652	26.037
LPN	26.856	28.143	29.402	30.688	31.948	32.427	32.913
RN	35.438	36.758	37.993	39.238	40.512	41.120	41.736

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.

EFFECTIVE JANUARY 1, 2026 (3.00% GENERAL WAGE INCREASE)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	10 YR LSS	20 YR LSS
Clerk Switchboard	17.701	18.297	18.788	19.499	20.180	20.483	20.790
Senior Clerk Accounts Clerk	18.053	18.643	19.168	19.837	20.502	20.810	21.122
Doctor Assistant	20.254	21.049	21.829	22.691	23.449	23.801	24.158
Transcriptionist	22.360	23.245	24.259	25.145	26.031	26.421	26.818
LPN	27.662	28.987	30.284	31.609	32.906	33.400	33.900
RN	36.501	37.861	39.133	40.415	41.727	42.353	42.988

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.

EFFECTIVE JANUARY 1, 2027 (3.00% GENERAL WAGE INCREASE)

Classification	Step 1	Step 2	Step 3	Step 4	Step 5	10 YR LSS	20 YR LSS
Clerk Switchboard	18.232	18.846	19.352	20.084	20.785	21.097	21.414
Senior Clerk Accounts Clerk	18.595	19.202	19.743	20.432	21.117	21.434	21.756
Doctor Assistant	20.862	21.680	22.484	23.372	24.152	24.514	24.883
Transcriptionist	23.031	23.942	24.987	25.899	26.812	27.214	27.623
LPN	28.492	29.857	31.193	32.557	33.893	34.401	34.917
RN	37.596	38.997	40.307	41.627	42.979	43.624	44.278

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.