Collective Agreement

between

Manitoba Association of Healthcare Professionals

and

Unifor Local 191

April 1, 2016 to March 31, 2019

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Article 1 – Scope and Application of the Agreement

101 The Agreement shall remain in full force and effective from **April 1, 2016 to March 31, 2019** and from year to year thereafter unless either party gives notice to amendments or revisions within ninety (90) days prior to the expiration date. Negotiations shall commence within ten (10) days of notice of amendments or revisions, unless through mutual agreement this period is extended.

102 If notice is not given as per Article 101, this Agreement shall be renewed without change for a period of one (1) year.

Article 2 – Classifications

201 Labour Relations Officer – handles all facets of labour relations including grievance and arbitrations, participates in negotiations with MAHCP employers, assists in carrying out the policies of the Employer.

202 Administrative Assistant – order supplies, manages database; provides information to membership as required; provides secretarial and receptionist services; assists and makes arrangements for meetings of staff, Executive, Staff Representatives, and membership. **Responsible for entering accounting related data onto the MAHCP accounting software program and for providing information on financial matters.** Performs other related duties.

203 Secretary/Receptionist/Clerk – provides secretarial and receptionist services, assists and makes arrangements for meetings of staff, Executive, Staff Reps, and membership; arrange flights and travel arrangements for Executive and staff. Performs other related duties such as mail-outs, filing.

204 **Communications Officer: Advises the President and Communications Committee on effective communications strategies. Is involved in the coordination of Association events and is responsible for the implementation, coordination and evaluation of communications strategies under the direction of the Executive Director and the President.**

205 Legal Counsel: Responsible for providing legal representation to MAHCP in relation to Labour Relations for the Association and advising on any legal matters affecting the operation of the MAHCP, except for Labour Relations issues concerning the UNIFOR 191 bargaining unit.

Article 3 – Salaries

301 Salaries shall be paid to each employee in accordance with Schedule "A" which is part of this Agreement.

302 An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer.

303 Increments shall be paid effective from the actual anniversary date.

304 Salaries shall be quoted in terms of gross bi-weekly rate.

305 The Employer agrees to pay for an employee's professional licensing fees/credentials when such credentials are relevant for the performance of their job duties.

Article 4 – Hours of Work

401 Administrative Assistant; Secretary/Receptionist/Clerk;

- Regular hours of work will be;
  - i. seven and one half (7 ½) hours per day
  - ii. an average of seventy-five (75) hours bi-weekly

402 Labour Relations Officers, Legal Counsel **and Communications Officer:**

- Regular hours of work will be an average of seventy-five (75) hours bi-weekly.

403 Regular hours of work shall:

i. include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.

ii. exclude a meal period of thirty (30) minutes during each work day.

404 Provided it does not, in the opinion of the Executive Director, adversely affect operational requirements, the Association may consider requests from employees for flexibility with respect to working from home.

Article 5 – Overtime

The Employer shall designate the manner in which overtime is to be authorized.

501 Administrative Assistant; Secretary/Receptionist/Clerk:

a) Overtime shall mean any authorized time worked in excess of regular hours. **The Employer shall offer overtime to administrative personnel in order of seniority.**

b) Overtime rates shall be:

i. One and one-half times (1 ½x) for the first three (3) hours in any one day.

ii. Two times (2x) the basic rate of pay for authorized overtime in excess of three (3) hours in any one day.
iii. Two and one-half times (2 ½x) the basic rate on a general holiday.
iv. Two times (2x) the basic rate on Saturday and Sunday.

c) If mutually agreed, an employee may be granted paid time off equivalent to and in lieu of overtime payment.

d) **The Association agrees to pay overtime rates to any administrative staff member who is required to work through the lunch break, or required to carry an Association phone while on lunch, for the purpose of answering the main lines and answering the front door.**

502 Labour Relations Officers, Legal Counsel and **Communications Officer:**

a) In lieu of overtime, cumulative casual leave of fifteen (15) days per year shall be granted to each employee. It is understood that causal leave is time off in lieu of overtime, and as such is solely for the purpose of offsetting time while in the direct service of the Employer.

Casual leave days are cumulative only while in the direct service of the Employer.

b) It is expected that casual leave will be used within the year that it is granted (subject to the operational requirements of the office). If after every reasonable effort has been made to utilize the casual leave, and the employee has been unable to use the days, then the Employer may pay out the remaining days annually on the last working day of September.

503 If the Employer requires and authorizes the Labour Relations Officers, Legal Counsel and **Communications Officer:** to attend meetings or staff the office, or represent the Union at hearings or negotiations on a Saturday, Sunday or General Holiday, the Labour Relations Officers, Legal Counsel and **Communications Officer:** shall be paid at the rate of **two (2)** times her/his regular salary for all hours worked.

Article 6 – Annual Vacations

601 Annual vacation shall be earned during the period October 1 to September 30, with vacations earned in one vacation year to be taken within the next vacation year. Up to seven (7) days of vacation may be carried over into the following year. Unused vacation in excess of seven (7) days will be paid out in the first pay period following September 30th except for individual extenuating circumstances that are mutually agreed upon by the parties due to unforeseen circumstances.

602 The whole of the calendar year shall be available for vacation to be taken.

603 An employee who has not completed one year's continuous employment as of October 1 shall be given a pro-rata vacation entitlement for that year.

604 Employees shall be entitled to paid vacation calculated on the following basis:

- Fifteen (15) working days per year commencing in the first (1st) year of employment;
- Twenty (20) working days per year commencing in the third (3rd) year of employment;
- Twenty-five (25) working days per year commencing in the tenth (10th) year of employment.
- Thirty (30) working days per year commencing in the twentieth (20th) year of employment.

605 One additional week's bonus vacation will be granted to an employee in the year of her twentieth (20th) anniversary of employment and every consecutive five (5) years until termination of employment. Such additional vacation shall be taken in the vacation year during which the anniversary will occur and is not cumulative.

606 Overtime or casual days may be used in conjunction with vacation providing operating requirements permit.

607 Employees on Workers' Compensation**, Manitoba Public Insurance compensation, sick leave and Long-term Disability shall** will continue to accrue paid vacation for a period of **up to** one (1) year from the date of the first absence from work, related to the occurrence of the compensable injury or illness.

608 Vacations may be taken in advance or delayed only with the approval of the Employer.

609 The Employer agrees to recognize all accumulated vacation credits for MAHCP employees hired from MAHCP bargaining units prior to this agreement.

610

a) The Employer shall post vacation entitlements not later than September 1 each year and allow employees to express their vacation preference for the following six months before September 15. The **Employer** shall post the approved vacation schedule no later than October 1.

b) The Employer shall post all remaining vacation entitlements for the rest of the year not later than March 1 each year and allow employees to express their vacation preference for the following six months before March 15. The **Employer** shall post the approved vacation schedule no later than March 31.

c) The Employer shall approve a vacation schedule having considered operational requirements and the seniority circumstance and preferences of each employee. Where there is a conflict in vacation preference seniority shall be the determining factor.

d) Approved vacations will not be rescheduled except on application by the employee and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.

Article 7 – Income Protection

701 Income protection will be earned at the rate of one and one-quarter (1 ¼) days per month for each full-time employee.

702 Income protection may be used for a period of personal illness or injury and family illness or injury.

703 The Employer agrees to recognize income protection credits accumulated prior to this Agreement.

704 If an employee is sick or injured during their vacation and would be unable to work if not on vacation, then their vacation may be rescheduled and the sick or injured time deducted from income protection credits.

705 Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, occupational therapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter hour. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.

706 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.

707 Medical appointments of up to two (2) hours shall not be deducted from Income Protection Credits.

Article 8 – Compassionate/Bereavement Leave

801 Compassionate/bereavement leave of up to five (5) working days without loss of pay shall be granted in the event of a death of a spouse, live-in partner, child, parent, sibling, in-laws, grandparents, grandparent-in-law, former legal guardian, fiancé(e), same sex partners and parents of same sex spouse, **stepchildren** and any other close relative.

802 At the discretion of the Employer leave may be extended because of travel.

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

804 Compassionate Care Leave

a) Subject to the provisions of the Employment Insurance Act, an employee who has been employed for at least thirty (30) days is entitled to Compassionate Care Leave without pay of up to **twenty-six (26)** weeks to provide care or support to a seriously ill family member.

b) The provisions of the Employment Insurance Act and any amendments shall apply to all terms and conditions of this leave, including duration, eligible family members and rights upon return to work.

c) An employee who has been granted compassionate care leave shall, upon commencement of such leave, be granted up to ten (10) working days of income protection credits, to bridge the employee through the waiting period for Employment Insurance benefits for compassionate care leave. The income protection leave shall be granted as long as the Federal government agency administering Employment Insurance benefits allows the income protection credits to bridge to the waiting period.

Article 9 – General Holidays

901

a) A paid day rest shall be granted to every full-time employee on or for each of the following General Holidays:

New Year's Day (January 1)	**Terry Fox Day**
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other holiday declared by the Federal or Provincial Government Authority, or Civic Authority of Winnipeg.

b) The current practice of the annual staff reduction from noon on December 24 until the start of business on January 2 to a maximum of three and one half (3.5) days shall continue. Two employees – at least one of them an LRO – shall volunteer or be assigned in rotation by the Executive Director to staff the office during this period and the Employer will give them commensurate time off to a maximum of three and one half (3.5) days at a mutually agreed time.

Article 10 – Leave of Absence

1001 All requests for leave of absence to be made in writing four (4) weeks in advance of the date of the leave and shall be granted subject to operational requirements as determined by the Employer. Such requests will be considered on their individual merits, but shall not be unreasonably denied.

1002 Parenting Leave

Parenting leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

(01) Maternity Leave

An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan "A" or Plan "B" but not both.

The Employer may require an employee to commence maternity leave if the state of her health is incompatible with the requirements of her job; and such time shall be in addition to the leave she is otherwise entitled to under this Article.

Plan "A"

In order to qualify for Plan "A", a pregnant employee must:

a) have completed six (6) continuous months of employment with the Employer;

b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery

(02) An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:

a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 1002 (01) (c), or;

b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 1002 (01) (c) and the actual date of delivery if deliver occurs after the date mentioned in that certificate.

c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Executive Director.

(03)

a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.

b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

<u>Plan "B"</u>

(04) In order to qualify for Plan B, a pregnant employee must:

a) have completed six (6) continuous months of employment with the Employer;

b) submit to the Employer an application, in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

c) provide the Employer with a certificate of a duly certified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

d) provide the Employer with proof that she has applied for Employment Insurance benefits and that CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Employment Insurance Act

(05) An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

a) she will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from maternity leave or at any time during the six (6) following her return from maternity leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of full-time employment, and;

b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer, and;

c) should she fail to work as provided under a) or b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave

(06) An employee who qualifies is entitled to a maternity leave consisting of:

a) a period not exceeding thirty-four (34) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 1002 (04) (c) or;

b) a period of thirty-four (34) weeks plus an additional period equal to period between the date of delivery specified in the certificate mentioned in Clause 1002 (04) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;

c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Executive Director

(07) During the period of maternity leave, an employee who qualifies and who has applied for and is in receipt of E.I. benefits, is entitled to a maternity leave allowance with the SUB Plan as follows:

a) for the first two (2) weeks, an employee shall receive ninety-three percent (93%) of her weekly rate of pay;

b) for up to a maximum of thirty-two (32) additional weeks, payments equivalent to the difference between the E.I. rate of benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;

c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the E.I. benefit, and any other earnings received by

the employee, exceed ninety-three percent (93%) of the employee's normal weekly earnings.

d) all other time as may be provided under 1002 (06) shall be on a leave without pay basis

e) Vested Interest: Employees do not have a right to SUB payments except for supplementation of E.I. benefits during the unemployment period as specified in the plan.

f) Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under this Plan.

(08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal lay-off.

(09) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

(10) Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

(11) Parental Leave:

In order to qualify for Parental Leave, an employee must:

a) be the natural mother of a child; or

b) be the natural father of a child or must assume actual care and custody of his newborn child; or

c) adopt a child under the law of the Province

(12) An employee who qualifies under 1002(11) must:

a) have completed six (6) continuous months of employment; and

b) except in the case of Adoption Leave, in accordance with 1002 (11) (c), submit to the Employer an application, in writing, for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

c) In the case of Adoption Leave, in accordance with 1002 (11) (c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to

commence adoption leave upon being notified by the agency involved that a child is available for placement.

(13) An employee who qualifies in accordance with 1002 (11) and 1002 (12) is entitled to parental leave without pay for a continuous period of up to eighteen (18) weeks inclusive of vacation as specified below. In no case, however, shall any employee be absent on maternity leave plus parental leave (inclusive of vacation as specified below) exceeding thirty-four (34) consecutive weeks. Where parental leave extends beyond thirty-four (34) weeks, the employee may utilize all current annual vacation. For purposes of this clause, "current annual vacation", means all vacation earned up to the end of the vacation year immediately preceding the vacation year in which parenting leave commenced.

(14) Subject to 1002 (15), parental leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

(15) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

1003 Paternity Leave – A male employee shall be entitled to **five (5)** days leave of absence with pay within seven (7) days of the birth or adoption of his child.

1004 Education Leave

a) The Employer recognizes that certain educational opportunities that benefit MAHCP occur out of province and the Employer shall give fair and reasonable consideration to such requests.

b) During the term of this Agreement, the Employer will attempt to provide thirty-seven and one-half (37 ½) hours of educational programs, for each employee, during regular working hours.

c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course, or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.

d) Paid Education Leave

The Employer agrees to pay into a special fund an amount of three cents ($.03) per hour for all compensated hours to provide for a Unifor Paid Education Leave (PEL) program. Such payment will be remitted on a quarterly basis into a trust fund established by the

Unifor National Union effective from the date of ratification. Payments will be sent by the Employer to the following address:

Unifor Paid Education Leave Program
205 Placer Court
Toronto ON M2H 3H9

The Employer shall approve Education Leave for the members of a bargaining unit at the request of the Union. Candidates for PEL shall be selected by the Union to attend. The Union will provide written confirmation to the Employer of such selection. Employees on PEL leave of absence will continue to accrue seniority and service.

1005 Union Leave

a) Subject to at least two (2) or more weeks written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to Union members for the purpose of attendance at Union meetings or seminars or other Union work authorized by Local 191 or the **UNIFOR** to a maximum of two members. It is understood that the Union will reimburse the Employer for salary.

b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Union shall be granted an unpaid leave of absence for a period of up to one (1) year. Such leave shall be renewed each year on request during the employee's term of office to a maximum of four (4) years.

1006 Jury Duty

An employee required to appear for jury duty or subpoenaed as a witness in a court of law, shall receive a leave of absence at her regular base rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty.

Article 11 – Health and Welfare

1101 The Employer shall continue to provide a benefit package to the membership that includes: Dental, Life Insurance, Accidental Death and Dismemberment Insurance, Long Term Disability and Extended Health.

The Employer's Executive Council reserves the right to change the carrier and improve the package in consultation with the Union.

The Employer shall maintain the current level of benefits during the life of this agreement.

No new benefit plans will be entered into without the approval of the Union and the Employer's Executive Council.

The cost of medical notes or forms requested by an insurance company under this clause shall be paid for by the Employer and any notice of denial received by the Employer shall be provided to the Union.

A drug card will be provided to each eligible employee to facilitate the purchase of items covered by the Extended Health coverage as long as it is provided by the benefit plan provider.

An employee enrolled in the benefit plan provided by the MAHCP who retires from the MAHCP, and commences drawing a pension benefit from the UNIFOR Multi-Employer Pension Plan, shall be entitled to the agreed to retiree benefit plan (My Health Choice Enhanced Extended Health Plan). Said benefits shall be continued for a period of five (5) years or until such a time as a retiree becomes employed by another employer that provides a Dental, Extended Health and or Vision Care benefit, whichever occurs first. This plan includes spousal coverage; however, the spouse shall not be covered if he/she is eligible to be covered by another Employers plan.

Vision Care:
Two hundred dollars ($200.00) per family member every twenty-four (24) months

1102 <u>UNIFOR Multi-Employer Pension Plan</u>

The Employer agrees to contribute to the UNIFOR Multi-Employer Pension Plan (hereinafter sometimes referred to as the Plan) eighteen (18) per cent of weekly wages, for the purpose of providing pensions on retirement, death benefits and other related benefits for covered employees of the Employer and other contributing Employers. Contributions shall be made for any shift for which an employee receives compensation (e.g. sick leave, vacations, union leave, holidays, disability insurance, bereavement leave, jury and/or Crown witness duty). The Plan is administered jointly by the Union and Employer trustees.

1103

a) Each employee shall be credited with five (5) days of pre-retirement leave per year of service (seniority).

b) Upon retirement (including death), the employee may choose to take their accumulated pre-retirement in a lump sum or as a continuation of salary until the scheduled retirement date. When the employee chooses to take the lump sum payment, the last day worked shall be considered the retirement date, and benefits shall cease on this date. Where an employee chooses to take a continuation of salary until the scheduled retirement date, all benefits shall continue until that date to a maximum of twenty-six (26) weeks, except for the Long Term Disability program which shall cease on the employee's last day actually worked.

1104

a) An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to the Executive Director or designate.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Worker's Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by the W.C.B.

The employee may elect to submit an application to the Employer requesting that the Employer supplement the award made by the Worker's Compensation Board for the loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of the supplement, whichever is less.

1105 All permanent full time employees shall be provided with an annual Health Spending Account in the amount of **one thousand dollars ($1000.00)** to be used towards the payment of health and welfare related services or products, **including exercise equipment, gym memberships, health supplements, health courses or any other health benefiting items. This also may be sued to cover the costs not covered off by the extended health program.**

Employees may use an additional $1000 that can be borrowed to offset additional Health Spending account expenses.

The employee shall repay the negative balance with the next years' HSA accrual.

Terminating employees shall reimburse the Association upon termination.

Part time employees shall receive a pro-rata share of the Health Spending Account based on their EFT.

An employee may cumulate no more than two years' worth of eligible health spending account expenses.

Article 12 – Seniority

1201

a) Seniority shall be defined as the length of continuous employment of an employee covered by this Agreement from the last day upon which an employee commenced employment with the Employer. It shall be the determining factor in vacation selection, layoff, and recall.

*NOTE: Seniority listing included in Appendix A.

b) All employees who were formerly members of MAHCP prior to their hire will have their seniority connected "retroactively" for vacation entitlement only.

c) Legal Counsel will be credited with seniority retroactively from April 1, 2006 for vacation entitlement only.

Article 13 – Management Rights

Except as expressly provided in this Agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.

1301 All staff shall be expected to maintain confidentiality of information regarding any business of the Employer unless necessary to conduct daily business or unless otherwise instructed.

1302 No staff person shall be entitled to commit the Employer in any manner whatsoever, unless so instructed.

1303 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

1304 All policies issued to staff in the bargaining unit shall be provided to the Unifor 191 office.

Article 14 – Notice of Termination

1401 Employees shall only be terminated for just cause.

1402 Employees who are being terminated for reasons other than just cause shall be provided, in writing, with one hundred and twenty (120) days notice of termination.

1403

a) Labour Relations Officers, Legal Counsel **and Communications Officer** may terminate their employment voluntarily with fourteen (14) days written notice to the Employer.
b) The Administrative Assistant, Secretary/Receptionist/Clerk may terminate their employment voluntarily with fourteen (14) days written notice to the Employer.

Article 15 – Automobile and Other Expenses

1501 The Employer shall provide parking with plug-ins to all employees in the bargaining unit at no cost to the employee.

1502

a) If an employee is required to use her/his personal motor vehicle to travel locally on the Employer's behalf, she/he shall be paid as per the mileage rates set by the Manitoba Government per kilometre subject to a minimum mileage payment of six dollars ($6.00) per trip. This will be paid upon submission of an expense form which will include details of the trip(s) being claimed, plus any parking expenses incurred while on the trip.

b) Upon submission of expense reports as per the Employer's current policy, the Employer shall pay all authorized and reasonable expenses incurred by employees in the service of the Employer, including parking, when accompanied by receipts.

1503 Use of the Employer-issued credit card will be for MAHCP business only.

1504 The Employer shall supply and maintain electronic devices for employees that require them for work and pay all associated expenses.

Article 16 – Definitions

1601 Feminine or Masculine gender: where the feminine is used, shall also mean the masculine gender, where applicable.

1602 Where plural is used, it shall also mean the singular, wherever applicable.

1603 Term employees are defined as employees hired for a specific period of time not to exceed one year. They cease to be employed when the specified time period has been completed.

This period may be extended by mutual agreement between the Employer and the union without further posting.

All provisions of the Collective Agreement shall apply. Article 502 will be prorated in accordance with the length of the term. Article 12 will only apply if the temporary employee is awarded a position before her term expired.

1604 Indefinite term positions may be posted in situations where an employee is absent indefinitely due to illness or injury. In these cases, the Employer shall state on the job posting that the said term position is an indefinite term which will expire subject to a minimum of twenty-four (24) hours notice.

1605 Part-time employee means an employee who regularly works less than the hours of work as set out in Article 4 on a scheduled and recurring basis. Part-time employees shall receive a pro-rata share of salary and benefits according to their EFT.

A part time employee that does not meet the benefits threshold shall receive 17% of their salary, based on total hours worked in the previous year as indicated on their T4 in lieu of benefits paid in the first (1st) pay period of January annually for the duration of this collective agreement.

Part-time employees will be paid four and sixty-two hundredths percent (4.62%) of their basic pay in lieu of time off on general holidays. This holiday pay will be included on each regular pay cheque.

1606

a) A probationary period shall be defined as the first three (3) months of employment, with the exception of the Labour Relations Officers, Legal Counsel **and Communications Officer** whose probationary period shall be six (6) months of employment, during which time the employee shall not attain seniority until the expiration of the probationary period. When the probationary period expires the employee's seniority shall then be back dated to the employee's last date of hire with the Employer.

b) A trial period shall be defined as the first three (3) months worked in a different classification, during which time the employee shall have the right to request to be returned to their previous classification. The Employer shall have the right to return the employee to their previous classification prior to the expiration of the trial period.

1607 Negotiations Leave shall mean that the Employer agrees to allow one employee time off with continuation of pay and benefits for the purpose of attending negotiations for the renewal of the Collective Bargaining Agreement.

Article 17 – Union Security

1701 All vacancies that fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state the classification, job title, qualifications, sites/work locations, current or anticipated shift and hours of work, and wage rate. A copy of the job posting will be sent to the union within the posting period. Job descriptions shall be available to applicants upon request.

1702 The Employer agrees to notify the union of all successful applicants to vacant positions within the bargaining unit.

1703 If a new position is created within the bargaining unit, the Employer agrees to meet with the union and negotiate a rate of pay for this new position. If the parties cannot reach agreement, at the request of either party, the matter shall be submitted to the Arbitration procedure in Article 21 of this Agreement.

1704 No employee within the scope of this Agreement shall enter into any separate agreement which conflicts with the provisions hereof.

1705 Representatives of the union and/or grievors shall suffer no loss of pay or benefits as a result of their involvement in Grievance or Arbitration proceedings or Labour Board Hearings related to the Union.

1706 **Dues Check-off**

a) The Employer shall deduct monthly from the wages of each employee in the bargaining unit covered by this agreement an amount equal to the monthly Union membership dues, initiations fees or assessments, levied in accordance with the Union's constitution and bylaws. In the following month the Employer shall forward the sums so deducted, together with a list of the names, addresses and classifications of employees from whose wages the deductions have been made, to the Union.

b) The Union agrees to inform the Employer in writing of the amount of dues, levies or assessments to be deducted from time to time and undertakes to give the Employer at least one month's notice in advance of the day of any change in the amount of dues, levies or assessments to be deducted.

1707 The Employer agrees to deduct once annually the amount of any special general assessment made by the union.

1708 The Employer shall record on the Statement of Earnings (T4) of each employee the amount of dues deducted from per pay and remitted to the union.

1709 The Employer shall provide the union staff with a bulletin board for the posting of material related to and for exclusive use of the union.

1710 Bargaining unit work shall only be done by bargaining unit members. **An LRO shall always be at the table and involved in 'Central Table' negotiations.** The Employer may appoint MAHCP members for a period of time not to exceed thirty (30) days for the purposes of temporary campaigns, **representation** votes and other emergencies. This may be extended by mutual agreement. **The Employer shall notify the Unifor 191 office when Association members are used in this manner.**

1711 The name of the Union Steward(s) shall be supplied to the Employer and the Employer shall be notified of any change thereafter.

1712 The Employer recognizes the Union Steward(s) as the initial contact pertaining to official Union matters and shall not discriminate against him or her for performing such duties.

1713 The duties of the Union Steward(s) shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.

1714 For complaints of an urgent nature a Union Steward shall first obtain the permission of the Employer before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld.

1715 When it is necessary for a Union Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Union Steward or employee concerned, provided that each has obtained approval from the Employer for the time required to deal with the complaint or grievance. Such permission shall not be unreasonably sought or withheld.

1716 Contract negotiations shall be conducted at a time mutually agreed upon by the Employer and the Union.

1717 A Union Steward does not have the power or authority to make any contract or incur any liability binding on the Local without the express written consent of the Local President, Local Representative or the Local Executive Board.

Article 18 – Discipline and Discharge

1801 Upon written request, the employee shall be given the opportunity to examine any document which is placed in said employee's personnel file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her/him, and the

employee's reply to any such document shall also be placed in her personnel file. Upon written request, the employee shall also receive an exact copy of such document. An employee may examine their personnel file upon written request.

1802 Only one (1) personnel file shall be kept for each employee.

1803 No employee shall be disciplined or discharged without just cause.

1804 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and will be represented at such meetings by a union representative.

1805 An employee shall be notified in writing of the reasons for discipline or dismissal. A copy shall be forwarded to the union.

1806 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 21 Grievance Procedure.

1807 An employee may examine her personnel file upon written request.

Article 19 – Contracting Out

1901 Work that is contracted out will not result in loss of job or layoff for any employees.

Article 20 – Layoff and Recall

2001 In the event of layoff, employees shall be laid off in reverse order of their bargaining unit seniority, subject to the employee having the qualifications to perform the required work.

The Employer shall notify employees who are to be laid off one hundred and twenty (120) calendar days prior to the effective date of layoff or award pay in lieu thereof.

New employees shall not be hired where there are employees on layoff able to perform the normal requirements of the job.

2002 Employees shall be recalled in order of their seniority where jobs become available, providing they are qualified to perform the required work. The Employer shall give notice of recall by registered mail. The employee shall keep the Employer advised at all times of her current

address. The employee shall return to work within seven (7) working days from the time she received notice of recall, unless on reasonable grounds she is unable to do so.

2003 The Employer must not reduce the hours of individual employees or decrease the hours of a group of employees or all employees in the bargaining unit in the event of a shortage of work. All other layoff provisions of the Collective Agreement shall apply.

2004 Upon permanent layoff, the employee will be paid a separation allowance equal to ten (10) days per year of employment with the Employer. **Senior employees may volunteer to take a voluntary layoff in place of the junior person with full eligibility for severance, provided those remaining are capable of performing the work.**

2005 All current employees of MAHCP shall have job security and will have the opportunity of employment should MAHCP merge with a different Union or should the membership be absorbed into another Union through consolidation vote.

All matters relating to a successor Collective Agreement with a new union must be agreed to by the staff members in UNIFOR. The seniority of all employees shall be recognized and dovetailed within a new bargaining unit.

The current collective agreement will remain in force until its expiry unless and until it is replaced by a negotiated successor agreement with the new union. In the event that a new union is created, MAHCP recognizes UNIFOR's bargaining rights until a new union representing the current bargaining unit jurisdiction of UNIFOR is established.
There will be a representative from the bargaining unit on any merger/consolidation committee.

Notwithstanding the above, if an employee has his/her employment displaced by a merger/consolidation or dissolution of the MAHCP then the Employer shall pay severance pay of twenty-five (25) days for every year of service to a maximum of 400 days. This severance shall be in addition to pre-retirement leave under Article 1103 but members shall not be entitled to severance under Article 2004 under this clause.

Article 21 – Grievance and Arbitration

2101 Should a dispute arise between the Employer and an employee concerning the interpretation, application, or alleged violation of this Agreement:

2102 Within fifteen (15) working days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Executive Director.

2103

a) Within five (5) working days after the grievance has been filed, the Executive Director shall investigate the matter and reply.

b) If not resolved, then said grievance shall be referred to the Association Board of Directors or Committee of the Board within ten (10) working days. The Board of Directors shall render a decision in writing within ten (10) working days after receipt of the grievance.

2104 If the grievance is not resolved at the above step then the grievance may be submitted for arbitration.

2105 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

2106 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual reasonable circumstances.

2107 Nothing contained in this agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Employer and the union.

2108 The following arbitrators will be used in rotation:

Kris Gibson
Blair Graham
Robert Simpson

In the event the arbitrator assigned in rotation is unable to hear the arbitration within ninety (90) days of the case being referred then the grievance shall be referred to the next arbitrator in rotation who can hear the case within the ninety (90) day time limit.

2109 The costs of the arbitrator shall be shared equally by the Employer and the union.

Article 22 – Discrimination/Harassment

2201 The parties to this agreement believe that every individual has the right to dignity and respect in the workplace. The responsibility of creating and preserving a safe and harassment-free environment is a collective one assumed by Employer and employees. The MAHCP will not condone or tolerate any form of harassment, bullying or violence within the workplace, whether it be by reason of age, religion, creed, race or colour, national origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, family relationships, political belief, source of income, physical or mental handicap, whether it be at

the MAHCP office or off-site. No form of sexual or personal harassment shall be condoned. Such actions may result in discipline.

2202 The Employer and the union agree that no form of sexual harassment shall be condoned in the workplace or while off-site and performing her duties and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the union.

2203 This Article is not intended to discourage or prevent an employee from exercising her/his rights under any applicable Human Rights legislation, and/or any other legal rights pursuant to any other law.

2204 By definition harassment is unwelcome, unwanted, and uninvited; it may be expressed verbally or physically; it is usually coercive, and it can occur as a single incident or on a repeated basis. It comprises actions, attitudes, language or gestures, which the harasser knows or reasonably ought to know, is abusive, unwelcome or wrong.

2205 Bullying and personal harassment are defined as deliberate actions, offensive, malicious and/or cruel behaviour with the aim to humiliate, intimidate, undermine or destroy the character or confidence of an individual or group of individuals. Bullying and personal harassment may include an abuse of power by one person or group over another that degrades an individual. Bullying behaviour is often persistent and part of a pattern, but it can occur as a single incident. It is usually carried out by an individual, who ought reasonably to have known that her/his actions are unwelcome and unwanted. It can also be an aspect of group behaviour. Context is important in understanding bullying, particularly verbal communications. There is a difference between friendly insults exchanged by long-time work colleagues and comments that are meant to be, or are taken, as demeaning. For the purposes of this Article, violence is defined as any physical assault or threat of physical assault occurring in the work environment.

2206 The MAHCP will not disclose a complainant's or respondent's name, or any circumstance related to a complaint, to anyone, except as necessary to investigate a complaint or take disciplinary/corrective action related to the complaint, or as required by law. All parties are reminded to keep all information confidential, except in the above circumstance.

2207

a) When a complainant believes that they have been subjected to harassment, bullying or violence, they are encouraged to clearly and firmly make known to the alleged harasser

that the behaviour is objectionable and must stop. The parties recognize that in certain circumstances such action may not be appropriate or advisable.

b) The complainant may ask the Union for their assistance in resolving the situation informally. Where the safety of any individual is compromised, the Employer shall be immediately informed. If the incident is successfully resolved at this stage, no further action shall be required.

c) Where a complaint cannot be resolved informally, the complainant may file a formal complaint in writing to the Employer. The complaint must clearly state the facts giving rise to the complaint and refer to the appropriate section of this Article which is alleged to have been violated. The complaint must be filed in a timely manner from when the alleged incident occurred.

d) The Employer shall examine the complaint and shall determine the timeliness and admissibility of the complaint under the circumstances and whether the complaint is frivolous or vexatious.

e) In the event that a conflict exists between an employee and a member of management, an external investigator may be appointed.

f) When it is determined that the complaint meets the criteria stated in d) above, they shall conduct a thorough, confidential investigation, and advise the complainant of their decision in writing within thirty (30) days of receiving the complaint.

g) The decision of the Employer may be grieved by either party regarding any decision or penalty imposed as a result of an investigation conducted under this Article or in keeping with the intent of this Article to promote a harassment free workplace.

h) Mediation may be used as an alternative approach to resolving complaints under this Article if it is done voluntarily on the part of both parties. Mediation will be held within thirty (30) days of the initial complaint being filed. If the mediation is unsuccessful, the complaint shall be redirected back to the Employer for investigation. Time limits may be extended by consent of all parties.

Article 23 – Responsibility Pay

2301 An employee temporarily assigned to perform substantial duties and responsibilities of a higher salary classification for at least one (1) entire shift shall be paid a rate in the higher salary range which is at least five percent (5%) higher than the regular basic salary to which

she would otherwise be entitled, including when performing a job that is outside the bargaining unit.

Article 24 – UNIFOR Social Justice Fund

2401 The **Social Justice Fund** is an independent non-profit corporation and is an officially registered charitable foundation under the Income Tax Act. The UNIFOR **Social Justice Fund** is designed to aid in international development, through the relief of hunger, rebuilding, improved education, social infrastructures as well as to encourage self sufficiency.

The Employer agrees to deduct and submit on behalf of the employee to the UNIFOR **Social Justice Fund** an amount equal to $0.01 for each hour worked by all employees in the bargaining unit. However, for the purpose of deduction from the company's payroll the union will set a nominal monthly amount to be deducted from employees and remitted to the union. The amount shall be submitted no later than the 15th day of the month following the month in which the hours were worked. The Union will provide a letter on quarterly remittance.

Article 24 – Health and Safety

2501 The Employer shall institute and maintain all precautions to guarantee every worker a safe and healthy workplace and to protect the environment outside the workplace. The Employer shall comply with all applicable health and safety and environment legislation and regulations.

2502 The workplace shall be kept clean, well-ventilated and in sanitary condition in compliance with applicable Provincial Legislation and the employees shall cooperate with the Employer in this regard.

2503 Any employee injured while working on the job and therefore unable to finish his or her day's work shall be excused from work for the remainder of that day with no loss in pay, and shall not be considered as sick time.

2504 The Union shall appoint a workplace health and safety representative. The Employer shall post the name of this representative prominently in the workplace. This Union health and safety representative shall work in conjunction with an Employer-appointed representative to perform the following duties:

(a) Receive, consider and deal with concerns and complaints respecting the safety and health of workers;

(b) participation in the identification of risks to the safety or health of workers or other persons, arising out of or in connection with activities in the workplace;
(c) The development and promotion of measures to protect the safety and health and welfare of persons in the workplace, and checking the effectiveness of such measures;
(e) Cooperation with the provincial safety and health officer;
(f) the development and promotion of programs for education and information concerning safety and health in the workplace;
(g) the making of recommendations to the employer respecting the safety and health of workers;
(h) the inspection of the workplace at regular intervals;
(i) the participation in investigations of accidents and dangerous occurrences at the workplace;
(j) the maintenance of records in connection with the receipt and disposition of concerns and complaints and the attendance to other matters relating to the duties of the committee
k) the representatives shall meet at least monthly

2505 The health and safety representative is entitled to take the following paid time off from his or her regular duties:
(a) one hour to prepare for each safety and health meeting with the employer;
(b) the time required to attend each safety and health meeting with the employer;
(c) the time required to attend workplace safety and health training in accordance with legislation;
(d) such time as is necessary to carry out his or her duties as a representative

2506 The Employer shall protect all employees from violence or the threat of violence. Violence shall be defined as any incident in which an employee is abused, threatened or assaulted during the course of his/her employment. This includes the application of force, threats with or without weapons, sever verbal abuse and persistent sexual and racial harassment.

2507 The Employer shall provide employees with all necessary safety equipment and personal protection equipment for the safe performance of their jobs.

2508 Canadian law requires that any person exposed to hazardous materials in the workplace must be trained in Workplace Hazardous Materials Information System (WHMIS). The Employer will provide and pay for all necessary WHMIS training.

Article 26 – Staff Relations Committee

A committee comprised of three (3) Unifor members (selected by the membership) and three (3) MAHCP members, two of whom, at least, shall be MAHCP board members, shall meet no less than once quarterly, but as often as the Committee deems necessary, for the purpose of an interchange of ideas and information on matters of mutual interest and concern. Unifor Committee members shall be allowed time off with pay to attend these meetings.

Article 27 – Reclassification Request

2701 **Where an employee believes that there has been a material or substantial change in her job content since she/he was last classified, he/she shall be entitled to request a review of her/his classification.**

2702 **The Employer will examine the duties of the employee, compare them with job description and give a decision as to the validity of the request.**

2703 **If the decision in 2702 is not satisfactory to the employee, he/she may treat this request for change in classification as a grievance as defined in Article 21.**

Letter of Understanding between the Manitoba Association of Health Care Professionals and Unifor 191

Re: UNIFOR Multi-Employer Pension Plan

During the life of this agreement should Unifor terminate, freeze or otherwise end the Plan, or the members elect to move to another defined benefit pension plan, the Employer agrees to direct the pension contributions as defined in the Agreement to the plan approved by the Unifor 191 members and the National Union.

Options could include employees, new or existing, moving into the HEP Plan, or the Unifor Plan or a combination of options as long as the Employer's contribution level remains as per the Collective Agreement.

The Employer and Unifor shall form a committee within sixty (60) days of ratification, comprised of three (3) Unifor members, consisting of the Local 191 staff rep, one LRO and one Admin person, and three MAHCP committee members appointed/selected by MAHCP. The committee shall work towards finding workable pension options for employees.

For Unifor:

For MAHCP:

Letter of Understanding between the Manitoba Association of Health Care Professionals and Unifor 191

Re: Freelance Work

a) The Employer agrees that Legal Counsel will be permitted to perform legal services at his discretion, outside of regular working hours of the Employer, with the exception of labour relations issues which shall be performed exclusively for the MAHCP. If a conflict of interest arises, the interests and management rights of the MAHCP shall govern. If a dispute arises concerning Counsel's right to accept certain freelance work, the matter may be referred to the grievance procedure for resolution.

b) MAHCP shall pay Legal Counsel's annual membership/affiliation fees with the Law Society of Manitoba and Manitoba Bar Association.

For Unifor:

For MAHCP:

SCHEDULE "A"

Salaries and wages (bi-weekly):

Labour Relations Officers

	April 1/16	April 1/17	April 1/18
Year 1	$3,281.04	$3,346.66	$3,413.59
Year 2	$3,450.55	$3,519.56	$3,589.95
Year 3	$3,620.07	$3,692.47	$3,766.32
Year 4	$3,789.59	$3,865.39	$3,942.69
Year 5	$3,959.12	$4,038.30	$4,119.07

Legal Counsel

	April 1/16	April 1/17	April 1/18
Year 1	$4,883.43	$4,981.10	$5,080.72
Year 2	$5,180.68	$5,284.30	$5,389.98
Year 3	$5,477.94	$5,587.50	$5,699.25
Year 4	$5,775.19	$5,890.69	$6,008.51
Year 5	$6,072.45	$6,193.90	$6,317.77

Communications Officer

	April 1/16	April 1/17	April 1/18
Year 1	$2,824.60	$2,881.10	$2,938.72
Year 2	$2,903.06	$2,961.12	$3,020.35
Year 3	$2,981.52	$3,041.15	$3,101.97
Year 4	$3,059.98	$3,121.18	$3,183.60
Year 5	$3,138.44	$3,201.21	$3,265.23

Administrative Assistant

	April 1/16	April 1/17	April 1/18
Year 1	$2,067.72	$2,109.08	$2,151.26
Year 2	$2,125.53	$2,168.04	$2,211.40
Year 3	$2,184.50	$2,228.19	$2,272.76
Year 4	$2,244.84	$2,289.73	$2,335.53
Year 5	$2,309.27	$2,355.46	$2,402.56

Secretary/Receptionist/Clerk

	April 1/16	April 1/17	April 1/18
Year 1	$1,709.55	$1,743.74	$1,778.62
Year 2	$1,756.02	$1,791.14	$1,826.97
Year 3	$1,807.01	$1,843.15	$1,880.01
Year 4	$1,858.02	$1,895.18	$1,933.09
Year 5	$1,907.88	$1,946.04	$1,984.96

General wage increase:

April 1, 2016: 2%
April 1, 2017: 2%
April 1, 2018: 2%

Appendix A

Michele Eger	March 15, 1999
Joan Ewonchuk	January 5, 2004
Walter McDowell	April 1, 2006
Catherine Langit	July 31, 2008
Jacob Giesbrecht	March 01, 2012
Marcya Ervick	April 30, 2012
Birgit Molinski	May 22, 2012
Rachiel Langit	July 16, 2012
Cheryl Beal	December 8, 2014
Scott McLaren	January 19, 2015
Bernice Pontanilla	April 13, 2015

Seniority List for Vacation Entitlement Only:

Michele Eger	October 1, 1980
Jake Giesbrecht	April 1, 2006
Birgit Molinski	June 05, 2006
Cheryl Beal	**July 3, 2003**

Signing Page

Signed on behalf of the Employer:

Signed on behalf of the Union:

On this 17 day of October, 2016