



Manitoba Association of
Health Care Professionals
and



Unifor Local 191
Collective Agreement

April 1, 2025 to March 31, 2029

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Preamble

WHEREAS the union is the certified bargaining agent for the employees of the employer; and

WHEREAS it is the desire of the parties to support and maintain harmonious relationships between the employer and the members of the union; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS the union and the employer desire to promote the morale, well-being and security of the employees; the employer recognizes the responsibility to secure employees from risks to their safety, health and welfare arising out of or in connection with the activities in their workplaces, the employer will comply with their responsibilities in accordance with Section 2(2) of The Workplace Safety and Health Act; and

WHEREAS the union and the employer have agreed to enter into a Collective Agreement containing terms and conditions of employment of those employees; including provisions as to rates of pay and hours of work.

NOW THEREFORE, in consideration of the premises and covenants herein contained, the union and the employer agree with each other **AS FOLLOWS:**

Article 1 – Scope and Application of the Agreement

- 101 The Agreement shall remain in full force and effective from **April 1, 2025, to March 31, 2029** and from year to year thereafter unless either party gives notice to amendments or revisions within ninety (90) days prior to the expiration date.
- 102 If notice is not given as per Article 101, this Agreement shall be renewed without change for a period of one (1) year.
- 103 The Employer recognizes Unifor as the sole bargaining agent for employees in the bargaining units defined in the Certificate MLB-7046, as may be granted voluntary recognition by the Employer and identified in Schedule “A” or as may be issued by the Manitoba Labour Board.

Article 2 – Definitions

- 201 Using gender-inclusive language means speaking and writing in a way that does not discriminate against a particular sex, social gender or gender identity, and does not perpetuate gender stereotypes. Given the key role of language in

shaping cultural and social attitudes, using gender-inclusive language is a powerful way to promote gender equality and eradicate gender bias.

This Agreement shall reflect these values and use gender-inclusive language where applicable.

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

203 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 **their** term expired.

204 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.

205 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 **five** percent (**5%**) of their basic pay in lieu of time off on general holidays. This holiday pay will be included on each regular pay cheque.

206 **Probationary/Trial Period**

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.

207 **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. **The Union may invite up to two (2) additional employees and will be paid by the employer and the employer will be reimbursed 50% by the Employer.**

208 **Students** are individuals in a recognized program in Human Resources, Communications, **or Administration** that seeks a learning opportunity (practicum) in a unionized setting for the period requested by a recognized Educational Institution for no more than 30 days unless extended by mutual agreement, but in any case, not to exceed 90 days. Students will not be used to take bargaining unit work away or cover staff absences.

The terms of the collective agreement shall not apply to Practicums.

209 **“MAHCP” means the Manitoba Association of Health Care Professionals.**

210 **“Union” means the Unifor as per Manitoba Labour Board Certificate No. MLB-7046.**

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 **they** last commenced employment with the Employer. **An employee’s anniversary date will change upon promotion.**

Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less, an employee participating in a return-to-work program or an employee on an approved medical leave (including MPI (if work related), or WCB claim). An employee's anniversary date for incremental purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks except for maternity or parental leave.

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 as determined by the Employer.

Article 4 – Hours of Work

401 Regular hours of work will be;

- i. seven and one half (7 ½) hours per day, **Monday to Friday, or**
- ii. an average of seventy-five (75) hours bi-weekly

402 Regular hours of work shall:

- i. include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty. **Rest periods can be combined with prior management approval.**
- ii. exclude a meal period of thirty (30) minutes during each workday (**after 4 hours of work**).

403 No days of work may be changed without the consultation of the Union. Should the Employer want to reschedule any days of work the Employer shall meet with the Union with a view to reaching a mutually satisfactory agreement.

404 Provided it does not, adversely affect operational requirements, the Employer may consider requests from employees for flexibility with respect to working from home. Requests must be pre-approved by the Executive Director **or designate** prior to working from home except in extenuating circumstances and will not be unreasonably denied. The Employer is not responsible for any cost associated to a home/remote workspace. Employees may use the **Wellness Subsidy** for the setup and maintenance of their home office upon proof of purchase. All terms and conditions of the collective agreement shall be enforceable and any other condition/benefit of employment that would normally be accessible to the Employee as if they were working at the office.

Where the Employer has determined, and the employee has agreed, that the home workspace is to be the primary workspace, the Employer will reimburse reasonable expenses to establish a home office workspace. Such reimbursement shall not include utilities, telephone services, renovations, repairs, square footage, rental fees, mortgage payment etc. Internet fees shall not normally be included unless upgraded Internet service is determined to be necessary by the Employer for the performance of the work, in which case the Employer shall pay the additional cost. Employees that work from home shall be required to attend the office as directed by the Employer for work purposes, meetings etc. The Employer shall retain the right to discontinue work from

home/remote work and shall provide the Union and affected employee's reasonable notice of such discontinuation.

405 FlexTime:

WHEREAS the parties recognize the mutual benefit of flextime to support the work/life balance and recruitment and retention of staff;

AND WHEREAS the suitability of flextime will vary according to specific operational requirements or employee circumstances;

NOW THEREFORE the parameters for flextime shall be as follows:

- 1. When an employee initiates a request for flextime, such request shall require the mutual agreement of the employee and their supervisor or designate. The Employer shall not direct the employee to utilize flextime to offset overtime.**
- 2.**
 - a) An employee may work alternate hours during the day or in a bi-weekly period in order to facilitate the provision of services and/or to accommodate the employee's personal schedule. Such alteration of hours, although subject to Employer approval, is voluntary and at the discretion of the employee.**
 - b) The determination of operational requirements to meet the provision of services remains at the sole discretion of the Employer. In this regard, there may be circumstances where flextime may not be possible; however, no request shall be unreasonably denied.**

Article 5 – Overtime

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

501 Administrative Assistant; Secretary/Receptionist/Clerk; Senior Administrative Assistant (Administrative Coordinator):

- 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 and provided they have the ability to do the assigned work necessary.**
- b) Overtime rates shall be:**

- i. **Two times (2x) the basic rate of pay**
- ii. **Two and one-half (2 ½ x) the basic rate of pay on a general holiday**
- iii. **Two times (2x) the basic rate of pay on a Saturday or Sunday**

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

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

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

a) In lieu of overtime, cumulative casual leave of fifteen (15) days per year shall be granted to each employee. It is understood that casual 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.

Casual days will be pro-rated based on the benefit year (Jan 1-Dec 31) for new employees in their first year of employment. Employees who terminate will have pro-rated days deducted from their final salary.

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 **shall** pay out the remaining days annually on the last working day of **December**.

503 If the Employer requires and authorizes the Labour Relations Officers, Legal Counsel, **Articling Student**, Communications Officer **and Communications Associate**: 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 **their** regular salary for all hours worked.

Article 6 – Annual Vacations

601 Annual vacation shall be earned during the period **January 1 to December 31**, with vacations earned in one vacation year to be taken within the next vacation year. Up to

ten (10) days annually of vacation may be carried over into the following year. Unused vacation in excess of ten (10) days will be paid out in the first pay period following **December 31st** 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 **January 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 **vacation** year of **their** 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 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

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

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

Income protection will be earned at the rate of one and **half (1 ½)** days per month for each full-time employee.

Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

- 702 Income protection may be used for a period of personal illness or injury and **immediate** family illness or injury. **Immediate family is defined as** mother, father, child, spouse, common-law spouse, or relative permanently residing with the employee.

Of each day and a half (1.5) of income protection credits earned, one point two (1.2) day (80%) shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining point three (0.3) of a day (20%) shall be reserved for either the employee's use or for use in the event of family illness as specified above.

An employee who has exhausted their sick leave credits during the course of a health-related absence from the work place, shall be deemed to be on leave of absence without pay for the duration of the health-related absence or until the employee becomes eligible for benefits as provided for in Article 11 and during any periods of appeals for benefits as provided for in Article 11 or by the WCB or MPI.

- 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.

Reasonable effort will be made to schedule appointments outside of core work shifts as outlined in Article 4.

Employees shall be allowed to utilize the above benefit to take an immediate family member to attend an appointment.

- 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.

Article 8 – Compassionate/Bereavement Leave

- 801 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**

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:

- a) An employee must have completed at least thirty (30) calendar days of employment with the Employer as of the intended date of leave.**
- b) 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.**
- c) An employee may take no more than two (2) periods of leave, totaling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.**
- d) 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:**
 - ii. the day the certificate is issued; or**
 - iii. if the leave was begun before the certificate was issued, the day the leave began; and**
 - iv. the family member requires the care or support of one or more family members.**

The employee must give the employer a copy of the physician's certificate as soon as possible. For certainty, a leave may be taken after the end of the twenty-six (26) week period as set out in the physician's or nurse practitioner's certificate, and no additional certificate is required.

- e) A family member for the purposes 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 of the employee's spouse or common-law partner or a spouse or common-law partner of the parent;**
 - iv. a brother, sister, stepbrother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**
 - v. a current or former foster parent of the employee or of the employee's spouse or common-law partner;**
 - vi. a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**

vii. the spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi); viii) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

f) Unless otherwise mutually agreed an employee may end their compassionate leave earlier than twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be subject to forty-eight (48) hours' notice of cancellation.

g) Seniority shall accrue as per the Agreement.

h) The employee may apply to utilize income protection credits to cover part or all of the Employment Insurance waiting period.

i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave.

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

National Day for Truth and Reconciliation

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. Employees 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. The reduction of the staffing compliment will be determined through operational requirements.

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 **their** health is incompatible with the requirements of **their** job; and such time shall be in addition to the leave **they are** 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 **their** in the application as the day on which **they** intends to commence such leave
- c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** 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.

- a) 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 **their** accumulated sick leave against the Employment Insurance waiting period.
- b) Should the employee not return to work following **their** 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.

Plan "B"

(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 **their** in the application as the day on which **they** intends to commence such leave
- c) provide the Employer with a certificate of a duly certified medical practitioner certifying that **they are** pregnant and specifying the estimated date of **their** delivery
- d) provide the Employer with proof that **they have** 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) **they** will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following **their** return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of **their** return from maternity leave or at any time during the six (6) following **their** return from maternity leave, **they** 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) **they** will return to work on the date of the expiry of **their** maternity leave and where applicable, **their** parental leave, unless this date is modified by the Employer, and
 - c) should **they** fail to work as provided under a) or b) above, **they are** indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during **their** 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 **their** 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 **their** weekly rate of pay. For employees eligible under Plan B sub sections (06) and (07) the Employer agrees to amortize the current 32 week top up of 93% to a lesser amount when combined with the employee's EI benefit to a maximum of 78 weeks upon request of the employee.
 - 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
115 Gordon Baker Road
Toronto ON M2H 0A8

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 **paid within six (6) weeks of the invoice.**
- 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

- a) An employee required to attend a court proceeding other than a court proceeding occasioned by the employee's private affairs where they are party to that proceeding, shall receive Leave of Absence at their regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days they were normally scheduled to work. The employee shall not request reimbursement for or be required to remit any reimbursement for expenses for such duty.
- b) All time spent subpoenaed as a witness on a work-related matter shall be considered time worked.

1007 **The Employment Standards Code provides leaves of absence to allow employees time to deal with certain events in their lives. The following leaves are available in addition to Bereavement Leave outlined in Article 12, Compassionate Care Leave outlined in Article 2413 and Citizenship Ceremony outlined in Article 2404:**

Bereavement Leave (Employment Standards)

Family Leave

Interpersonal Violence Leave

Leave for Reservists

Long-Term Leave for Serious Injury or Illness
Leave Related to the Death or Disappearance of a Child
Leave for Organ Donation
Leave related to Critical Illness
Public Health Emergency Leave

All leaves have specific requirements that must be met for an employee to be able to take the leave.

The Employer and Union are committed to assisting employees navigate the Employment Standards Code requirements. Income support may be available through the federal government via Service Canada.

<https://www.gov.mb.ca/labour/standards/category/leaves/factsheet.html>

- 1008 Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.**

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.

Employees will not receive benefits on an unpaid leave of absence greater than 4 weeks unless they pay full amount of benefit premiums.

Benefit bank year begins January 1st to December 31st.

Employees on a leave of absence must make themselves aware of the elimination and waiting period for benefit and apply if necessary. Failure to apply in the prescribed elimination period can result in a denial of claim as per the Plan text.

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. Said benefits shall be continued for a period of **seven (7)** 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 **they are** eligible to be covered by another Employers plan.

1102 UNIFOR Multi-Employer Pension Plan

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) A full-time employee who:

- i. retires at or after sixty-five (65); or**
- ii. retires at or after age fifty-five (55) years with ten (10) or more years of service; or**
- iii. retires at any time due to permanent disability;**

shall be granted five (5) days of paid pre-retirement leave per year of service or portion thereof.

- b) An employee on pre-retirement salary continuance shall not be called back to work and will be considered unavailable.**
- c) Employees shall only be eligible for vacation accrual and retiree benefits as per Article 1101 while on pre-retirement salary continuance. Vacation accrual shall be paid out.**

- d) Each employee shall be credited with five (5) days of pre-retirement leave per year of service (seniority).
- e) 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 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached, or as a combination of continuation of salary followed by a lump sum payment.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.

1105 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

1106

- a) An employee who becomes injured or ill in the course of performing **their** 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.

1107 All permanent full-time employees shall be provided with an annual **Wellness Subsidy** in the amount of **one thousand seven hundred and fifty** dollars (\$1,750.00) in the **26th pay period of the calendar year**. The amount will be prorated for time not in active status (not actively working).

1108 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform their normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than five (5) days.

1109 **Return to Work**

The Employer will work with employees who are unable to perform any or all of their normal duties as a consequence of a physical or mental injury or illness. The return to work process begins upon the employee providing medical clearance to return to work from an absence from the workplace.

The Employer will work in collaboration with the injured or ill employee and the Union to identify alternate or modified work that is both productive and safe, and will not create an undue hardship for the Employer. It is expected that all employees will cooperate fully in facilitating the timely return to work and accept alternate or modified work that is within their skills and abilities.

Any personal medical information will be held in the strictest confidence.

Article 12 – Seniority

1201 “Seniority” means the length of service as an employee of the MAHCP calculated from and including the first day of employment in accordance with this Article.

1202 Seniority shall be calculated based on the following:

- a) Regular paid time, including vacation and other leaves with pay;
- b) Periods of Worker’s Compensation;
- c) Periods of maternity leave;
- d) Periods of adoptive parent leave;
- e) Periods of approved educational leave;
- f) Periods of sick leave with pay;
- g) Approved leave of absence without pay, including time spent on Long Term

Disability for a period of up to two (2) years from the date of the first absence from work related to the illness/injury;

h) Periods of parental leave;

i) Periods of employment in an excluded position on an acting status or term basis.

1203 An employee shall lose all seniority in the event the employee:

a) Resigns;

b) Retires;

c) Dies;

d) Is discharged for just cause and not reinstated;

e) Is laid off and fails to report for duty.

1204 In August of each year the Employer or designate shall forward to the Union a seniority list showing each employee's name, the date upon which each employee commenced employment, and the classification of each employee within the bargaining unit.

***NOTE: Seniority listing included in Appendix A.**

1205 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 **Employees are required to give four (4) weeks' notice when terminating their employment, unless a shorter notice is mutually agreed between the Employer and the employee.**

Article 15 – Automobile and Other Expenses

- 1501 The Employer shall provide parking with existing plug-ins to all employees in the bargaining unit at no cost to the employee.
- 1502
- a) If an employee is required to use **their** personal motor vehicle to travel locally on the Employer's behalf, **they** shall be paid as per the mileage rates set by the Manitoba Government per kilometre plus two (2) cents subject to a minimum mileage payment of eight dollars (\$8.00) 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 The Employer shall supply and maintain electronic devices for employees that the Employer deems requires such devices for work and pay all associated expenses. These devices will be issued to employees as per Employer policies.
- 1504 **For the term of this Agreement, while in travel status, for in-province meals, the current meal allowance shall be up to the following:**
- Breakfast \$12.00**
 - Lunch \$18.00**
 - Supper \$25.00**
- For Out of Province meals:**
- Breakfast \$15.00**
 - Lunch \$25.00**
 - Supper \$45.00**

However, where meals are provided, the employee may claim only for non-provided meals.

Article 16 – Union Security

- 1601 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.
- 1602 The Employer agrees to notify the union of all successful applicants to vacant positions within the bargaining unit.
- 1603 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.
- 1604 No employee within the scope of this Agreement shall enter into any separate agreement which conflicts with the provisions hereof.
- 1605 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.
- 1606 The Employer agrees to deduct once annually the amount of any special general assessment made by the union.
- 1607 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.
- 1608 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.

- 1609 Bargaining unit work shall only be done by bargaining unit members. LRO's shall always be 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 Employer members are used in this manner.
- 1610 The name of the Union Steward(s) shall be supplied to the Employer and the Employer shall be notified of any change thereafter.
- 1611 The Employer recognizes the Union Steward(s) as the initial contact pertaining to official Union matters and shall not discriminate against **them** for performing such duties.
- 1612 The duties of the Union Steward(s) shall be to investigate complaints of an urgent nature and may investigate and present grievances in accordance with the grievance procedure.
- 1613 For complaints of an urgent nature a Union Steward shall first obtain the permission of the Employer before leaving work **may** investigate such complaint. Such permission shall not be unreasonably sought or withheld.
- 1614 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.
- 1615 Contract negotiations shall be conducted at a time mutually agreed upon by the Employer and the Union.
- 1616 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.
- 1617
- a) The Employer shall supply the Union with the following information for each new employee hired prior to the end of their probationary period.
 - i. Name, address, phone numbers (including mobile), email address and date of hiring
 - b) The Employer shall notify the Union in writing monthly of resignations, retirements, deaths, promotions, **leaves of absence greater than four (4) weeks** and other revisions in the data listed in i) above, and the effective dates.

- c) The Employer shall provide on an annual basis, a seniority list by including all members. The Employer shall also provide the current job descriptions.

Article 17 – Discipline and Discharge

- 1701 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 **them**, and the employee's reply to any such document shall also be placed in **their** 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.
- 1702 Only one (1) personnel file shall be kept for each employee.
- 1703 No employee shall be disciplined or discharged without just cause.
- 1704 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.
- 1705 An employee shall be notified in writing of the reasons for discipline or dismissal. A copy shall be forwarded to the union.
- 1706 An employee who considers **themselves** to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 20 Grievance Procedure.
- 1707
- a) Any record of discipline will be withdrawn from an employee's personnel file after twenty-four (24) months from the date on which the discipline was imposed provided that not similar misconduct reoccurs within that twenty-four (24) month period. Once withdrawn, such record will not be used against the employee either as an argument before an arbitrator or under any other circumstances.
 - b) **It is understood between the parties that the provisions under subsection (a) also apply to Letters of Direction and/or Letters of Expectation.**
 - c) **The time frame mentioned in subsection (a) above will be extended commensurate with any period of leave beyond four (4) weeks.**

Article 18 – Contracting Out

1801 Work that is contracted out will not result in loss of job or layoff for any employees.

Article 19 – Layoff and Recall

1901 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.

1902 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 **their** current address. The employee shall return to work within seven (7) working days from the time **they** received notice of recall, unless on reasonable grounds **they are** unable to do so.

1903 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.

1904 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.

1905 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 **their** 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 20 – Grievance and Arbitration

2001 Should a dispute arise between the Employer and an employee concerning the interpretation, application, or alleged violation of this Agreement:

2002 **Discussion Stage**

The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.

2003 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.

2004

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 Employer 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.

2005 If the grievance is not resolved at the above step, then the grievance may be submitted for arbitration.

2006 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.

2007 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.

- 2008 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.
- 2009 The costs of the arbitrator shall be shared equally by the Employer and the union.
- 2010 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.
- 2011 **Either the Union or the Employer may suggest the appointment of a third party (e.g. conciliator, mediator) to assist in clarifying issues for, or possibly aiding the parties in, resolving a grievance prior to proceeding to arbitration. The selection of the third party may be agreed to on a case-by-case basis.**

The request for a third party will be made only after the Union and the Employer have discussed the grievance. Such request shall not be unreasonably denied or preclude either the Union or the Employer from referring the grievance to arbitration.

In all instances, any report or recommendations by the third party shall be submitted to the Union and Employer on a without prejudice basis. The cost of the third party shall be shared equally by the Union and the Employer.

Article 21 – Discrimination/Harassment

- 2101 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.
- 2102 The Employer and the union agree that no form of sexual harassment shall be condoned in the workplace or while off-site and performing **their** 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.

- 2103 This Article is not intended to discourage or prevent an employee from exercising **their** rights under any applicable Human Rights legislation, and/or any other legal rights pursuant to any other law.
- 2104 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.
- 2105 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 **their** 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.
- 2106 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.
- 2107
- 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 22 – Responsibility Pay

2201 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 **they** would otherwise be entitled, including when performing a job that is outside the bargaining unit.

Article 23 – UNIFOR Social Justice Fund

2301 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

- 2401 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.
- 2402 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.
- 2403 Any employee injured while working on the job and therefore unable to finish **their** 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.
- 2404 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;
 - d) Cooperation with the provincial safety and health officer;
 - e) the development and promotion of programs for education and information concerning safety and health in the workplace;
 - f) the making of recommendations to the employer respecting the safety and health of workers;

- g) the inspection of the workplace at regular intervals;
- h) the participation in investigations of accidents and dangerous occurrences at the workplace;
- i) 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;
- j) the representatives shall meet at least monthly.

2405 The health and safety representative is entitled to take the following paid time off from their 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 their duties as a representative.

2406 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 their employment. This includes the application of force, threats with or without weapons, severe verbal abuse and persistent sexual and racial harassment.

2407 The Employer shall provide employees with all necessary safety equipment and personal protection equipment for the safe performance of their jobs.

2408 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.

2409 **Inclement Weather**

Where an employee cannot arrive as scheduled at the worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Transportation and Infrastructure, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be

rescheduled, they may take the time from banked time which includes banked overtime, General Holidays or vacation.

Article 25 – Reclassification Request

2501 Reclassification Request

- a) Where an employee believes that there has been a material or substantial change in their job functions since they were last classified, the employee may apply, in writing, to have their classification reviewed.
- b) The employee making the request will indicate the reason(s) why they believe their position is inappropriately classified.
- c) The Employer will examine the duties of the employee, compare them with the job description. The Employer shall advise the employee of the results of the classification review within ten (10) days of receiving the request.
- d) If the decision in (c) is not satisfactory to the employee, they may request that the matter be referred to the grievance process.
- e) Should an employee be re-classified to a higher classification, retroactive payment shall be made back to the date of employee's submission.

The timelines specified above may be extended by the mutual agreement of the parties as confirmed in writing.

2502 Classification Review

Where there has been a change in organizational structure that significantly impacts roles, or when a classification requirement has been amended in a manner that alters the basis on which classification levels are differentiated, the Employer and the Union shall meet to review the classifications within thirty (30) calendar days of Employer notification.

The timelines specified above may be extended by the mutual agreement of the parties as confirmed in writing.

Schedule A

Salaries and wages (bi-weekly):

	Expired				
Admin Assistant	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$2,519.70	\$ 2,544.90	\$ 2,570.35	\$ 2,608.91	\$ 2,648.04
Year 2	\$2,590.14	\$ 2,616.04	\$ 2,642.20	\$ 2,681.83	\$ 2,722.06
Year 3	\$2,662.01	\$ 2,688.63	\$ 2,715.52	\$ 2,756.25	\$ 2,797.59
Year 4	\$2,735.53	\$ 2,762.89	\$ 2,790.52	\$ 2,832.38	\$ 2,874.87
Year 5	\$2,814.04	\$ 2,842.18	\$ 2,870.60	\$ 2,913.66	\$ 2,957.36
Receptionist	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$2,083.24	\$ 2,104.07	\$ 2,125.11	\$ 2,156.99	\$ 2,189.34
Year 2	\$2,139.88	\$ 2,161.28	\$ 2,182.89	\$ 2,215.63	\$ 2,248.86
Year 3	\$2,201.99	\$ 2,224.01	\$ 2,246.25	\$ 2,279.94	\$ 2,314.14
Year 4	\$2,264.16	\$ 2,286.80	\$ 2,309.67	\$ 2,344.32	\$ 2,379.48
Year 5	\$2,324.92	\$ 2,348.17	\$ 2,371.65	\$ 2,407.22	\$ 2,443.33
Admin Coordinator ⁽¹⁾	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$2,645.69	\$ 2,939.36	\$ 2,968.75	\$ 3,013.28	\$ 3,058.48
Year 2	\$2,719.65	\$ 3,021.53	\$ 3,051.75	\$ 3,097.53	\$ 3,143.99
Year 3	\$2,795.11	\$ 3,105.37	\$ 3,136.42	\$ 3,183.47	\$ 3,231.22
Year 4	\$2,872.31	\$ 3,191.14	\$ 3,223.05	\$ 3,271.40	\$ 3,320.47
Year 5	\$2,954.74	\$ 3,282.72	\$ 3,315.55	\$ 3,365.28	\$ 3,415.76
General Wage Increase		1.00%	1.00%	1.50%	1.50%

⁽¹⁾ April 1, 2025 10% Market adjustment for the Administrative Coordinator

	Expired				
Legal Counsel	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$4,713.57	\$ 4,819.63	\$ 4,928.07	\$ 5,051.27	\$ 5,177.55
Year 2	\$5,000.49	\$ 5,113.00	\$ 5,228.04	\$ 5,358.74	\$ 5,492.71
Year 3	\$5,287.41	\$ 5,406.38	\$ 5,528.02	\$ 5,666.22	\$ 5,807.88
Year 4	\$5,574.32	\$ 5,699.74	\$ 5,827.98	\$ 5,973.68	\$ 6,123.02
Year 5	\$5,861.24	\$ 5,993.12	\$ 6,127.97	\$ 6,281.17	\$ 6,438.20
Senior Legal Counsel	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$5,891.97	\$ 6,024.54	\$ 6,160.09	\$ 6,314.09	\$ 6,471.94
Year 2	\$6,250.62	\$ 6,391.26	\$ 6,535.06	\$ 6,698.44	\$ 6,865.90
Year 3	\$6,609.27	\$ 6,757.98	\$ 6,910.03	\$ 7,082.78	\$ 7,259.85
Year 4	\$6,967.91	\$ 7,124.69	\$ 7,285.00	\$ 7,467.13	\$ 7,653.81
Year 5	\$7,326.54	\$ 7,491.39	\$ 7,659.95	\$ 7,851.45	\$ 8,047.74
Articling Student	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
	\$1,193.08				
General Wage Increase		2.25%	2.25%	2.50%	2.50%

Expired

LRO 1 ⁽¹⁾	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$3,770.14	\$ 3,989.89	\$ 4,079.66	\$ 4,181.65	\$ 4,286.19
Year 2	\$3,964.91	\$ 4,196.01	\$ 4,290.42	\$ 4,397.68	\$ 4,507.62
Year 3	\$4,159.71	\$ 4,402.17	\$ 4,501.22	\$ 4,613.75	\$ 4,729.09
Year 4	\$4,354.50	\$ 4,608.31	\$ 4,712.00	\$ 4,829.80	\$ 4,950.55
Year 5	\$4,549.31	\$ 4,814.48	\$ 4,922.81	\$ 5,045.88	\$ 5,172.03

LRO 2 ⁽¹⁾	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$3,958.65	\$ 4,189.39	\$ 4,283.65	\$ 4,390.74	\$ 4,500.51
Year 2	\$4,163.16	\$ 4,405.82	\$ 4,504.95	\$ 4,617.57	\$ 4,733.01
Year 3	\$4,367.70	\$ 4,622.28	\$ 4,726.28	\$ 4,844.44	\$ 4,965.55
Year 4	\$4,572.23	\$ 4,838.73	\$ 4,947.60	\$ 5,071.29	\$ 5,198.07
Year 5	\$4,776.78	\$ 5,055.21	\$ 5,168.95	\$ 5,298.17	\$ 5,430.62

LRO 3 ⁽¹⁾	April 1, 2024	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Year 1	\$4,156.58	\$ 4,398.86	\$ 4,497.83	\$ 4,610.28	\$ 4,725.54
Year 2	\$4,371.32	\$ 4,626.11	\$ 4,730.20	\$ 4,848.46	\$ 4,969.67
Year 3	\$4,586.09	\$ 4,853.40	\$ 4,962.60	\$ 5,086.67	\$ 5,213.84
Year 4	\$4,800.84	\$ 5,080.67	\$ 5,194.99	\$ 5,324.86	\$ 5,457.98
Year 5	\$5,015.62	\$ 5,307.97	\$ 5,427.40	\$ 5,563.09	\$ 5,702.17

General Wage Increase	2.25%	2.25%	2.50%	2.50%
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⁽¹⁾ April 1, 2025 3.5% Market adjustment for LRO 1, LRO 2, and LRO 3

Appendix A

Seniority List

This appendix contains information that is intended for union members only and will not be published on public websites.

Members may request access through their union representative or designated contact.

Seniority List for Vacation Entitlement Only

This appendix contains information that is intended for union members only and will not be published on public websites.

Members may request access through their union representative or designated contact.

Appendix B

Classifications

- 1) **Labour Relations Officer (LRO) 1** – handles all facets of labour relations including grievance and arbitrations as directed by the Executive Director and assists in carrying out the policies of the Employer. LRO 1 does not negotiate Collective agreements nor present at Educational.
- 2) Labour Relations Officer (LRO) 2 – handles all facets of labour relations including grievance and arbitrations, participates, prepares for, and negotiates at Collective Bargaining as directed by the Executive Director and assists in carrying out the policies of the Employer.
- 3) Lead Labour Relations Officer (Lead LRO): in addition to the responsibilities of the LRO position, the Lead LRO will provide leadership on specific projects (ie. Member Advocate Program), advise staff on labour relations issues, participate in the design of staffing requirements for the Employer's LRO staff, participate in the hiring process of new LRO staff and the orientation of new staff. They may also be required to participate in bargaining and provide portfolio relief.
- 4) Administrative Assistant – manages database; provides information to membership as required; provides secretarial and receptionist services; assists with entering accounting related data onto the MAHCP accounting software program and provides information on financial matters as required. Performs other related duties.
- 5) **Senior Administrative Assistant** – Perform administrative functions of a responsible and confidential nature. Responsibilities include but are not limited to; providing leadership and mentorship on specific administrative projects and/or tasks, support reviews, assessment and suggest improvements for and to our administrative processes (including-computer programs, IT, databases, maintaining, file systems (UnionWare), creation of appropriate resources) The position may ordering supplies/equipment, assist members, co-workers and others.
- 6) Receptionist – order supplies, provides secretarial and receptionist services, assists and makes arrangements for meetings of staff, Executive, Member Advocates, and membership; arrange flights and travel arrangements for Executive and staff. Performs other related duties such as mail-outs, filing.
- 7) Communications Officer: advises on effective communications strategies. Is involved in the coordination of Employer events and is responsible for the

implementation, coordination and evaluation of communications strategies under the direction of the Executive Director and the President.

- 8) **Communications Associate:** supports the development and deployment of a wide variety of digital and print products, leveraging design applications, marketing automation tools, and social media and website management software. The incumbent will write, design and deploy both internal communications (directed to MAHCP staff and members) and external communications (directed to public audiences to bring attention to the union's membership and the services they provide), in collaboration with and under of the guidance of MAHCP's communications team.
- 9) Senior Legal Counsel: responsible for providing legal representation to MAHCP in relation to Labour Relations for the Employer. Provides oversight and direction to Legal Counsel and Articling Student and advises on any legal matters affecting the operation of the MAHCP, except for Labour Relations issues concerning the Unifor 191 bargaining unit.
- 10) Legal Counsel: responsible for providing legal representation to MAHCP in relation to Labour Relations for the Employer. Advises on any legal matters affecting the operation of the MAHCP, except for Labour Relations issues concerning the Unifor 191 bargaining unit.
- 11) Articling Student: the Employer may, upon consultation with Legal Counsel (as defined in the Agreement,) hire an Articling student in accordance with the Manitoba Articling Student Recruitment Guidelines.

Appendix C

Letter of Understanding

Letter of Understanding

Between:

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(the "Employer")

And

UNIFOR

(the "Union")

Re: Freelance Work

- a) The Employer agrees that Senior 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 all Legal Counsels' annual membership/affiliation fees with the Law Society of Manitoba and Manitoba Bar Association.

Letter of Understanding

Between:

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(the "Employer")

And

UNIFOR

(the "Union")

Re: Vacation Year Transition

AND WHEREAS the parties have agreed to standardize the vacation year for all employees within the MAHCP to Jan 1 to Dec 31 of each year.

NOW THEREFORE the parties agree the following shall apply to employees who currently have a vacation year of Oct 1 to Sept 30:

- 1. Effective for the 2026 vacation year, the vacation year will be Jan 1, 2026 to Dec 31, 2026.**
- 2. Vacation accrual for the months of Oct, Nov and Dec 2025 will be carried forward to the Jan 1, 2026 to Dec 31, 2026 vacation year.**
- 3. Affected employees will have until Dec 31, 2025 to utilize vacation accrued from the previous vacation year of Oct 1, 2024 to Sept 30, 2025.**
- 4. Employees will have the ability to request vacation for the months of Oct, Nov and Dec 2025. Any vacation approved for the months of Oct, Nov and Dec 2025 will utilize accrued hours from the now Jan 1, 2026 to Dec 31, 2026 vacation accumulation.**

Letter of Understanding

Between:

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(the "Employer")

And

UNIFOR

(the "Union")

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 HEPP 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 a Unifor representative and a minimum of two (2) other employees, and three (3) MAHCP committee members appointed/selected by MAHCP. The committee shall work towards finding workable pension options for employees.

Letter of Understanding

Between:

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(the "Employer")

And

UNIFOR

(the "Union")

Re: Articling Student

The parties agree that the Collective Agreement will apply to the Articling Student except for following provisions:

- **The salary will be seventy thousand dollars (\$70,000).**
- **The articling student will receive and be able to access income protection accruals.**
- **The articling student will not receive employer paid benefits.**
- **The articling student will not receive casual leave.**
- **The articling student will receive vacation at a rate of 6% to be paid on each check.**
- **Pension plan will not apply.**

Letter of Understanding

Between:

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(the "Employer")

And

UNIFOR

(the "Union")

Re: Artificial Intelligence (AI) Working Group

The parties will establish a working group with equal representation of employees and management to discuss the implementation of AI into the workplace.

This group will meet within ninety (90) days of ratification.

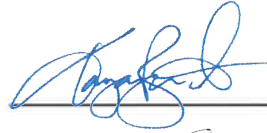
Any recommendations as a result of this working group will be presented to the employer for consideration

Signing Page

Signed on behalf of the Employer:


Keely Richmond


Kevin MacFarlane


Tanya Burnside


Wayne Chacun

Signed on behalf of the Union:


Kaup


Garrett Fuchs


D. Sullivan


John Riend

On this 2nd day of September, 2025