



THIS COLLECTIVE AGREEMENT

BETWEEN:

ABORIGINAL HEALTH AND WELLNESS CENTRE OF WINNIPEG, INC.,

HEREINAFTER referred to as the "Centre" in the First
Part,

- and -

THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

HEREINAFTER referred to as the "Association" in the
Second Part

FOR THE PERIOD

April 1st, 2022 to March 31st, 2026

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PREAMBLE

This Collective Agreement has been negotiated with the Aboriginal Health & Wellness Centre of Winnipeg, Inc. in accordance with the Organizational Mission and Operating Principles of the Centre with particular reference to its Mission Statement as follows:

The Aboriginal Health & Wellness Centre is committed to offering a continuum of holistic and contemporary healing resources to the Aboriginal community of Winnipeg, and will be guided by respect for the circle of life.

The Centre and the Association have agreed to enter into a Collective Agreement containing terms and conditions of employment for employees of the Centre and, with the above in mind, agree with each other as follows:

ARTICLE 1 - SCOPE AND APPLICATION OF AGREEMENT

101 The Centre recognizes the Manitoba Association of Health Care Professionals as the sole and exclusive collective bargaining agent for all employees of the Aboriginal Health and Wellness Centre of Winnipeg, Inc. covered under Manitoba Labour Board Certificate No. MLB 5372 issued in accordance with the Labour Relations Act by the Manitoba Labour Board on the nineteenth day of February 1998 or subsequent amendments thereto.

102 If the Centre and the Association disagree as to whether a person is an employee within the terms of the Labour Relations Act and appropriate for inclusion within this Agreement, then either or both parties may refer the matter to the Manitoba Labour Board for determination.

- 103 If the Manitoba Labour Board rules that such a person is an employee within the terms of the Labour Relations Act and appropriate for inclusion in this agreement, then the Centre and the Association agree to meet forthwith to negotiate the classification and/or salary range for the position occupied by said employee, for inclusion into the agreement. If the Centre and the Association are unable to reach an agreement on the classification and/or salary range, then either or both of the parties may refer the matter to Arbitration as provided for in the Collective Agreement.
- 104 No employee shall enter into any separate agreement which conflicts with the provisions herein.

ARTICLE 2 – DEFINITIONS

- 201 Where the context so requires **all references to gender shall be made neutral (they, their, them)**. Singular or plural terms shall be considered interchangeable.
- 202 Board means the Board of Directors of the Aboriginal Health and Wellness Centre of Winnipeg, Inc.
- 203 Centre means the Aboriginal Health and Wellness Centre of Winnipeg, Inc.
- 204 Employee means a person employed by the Centre in a position which is included in the bargaining unit.
- 205 Executive Director means the person designated by the Board of Directors to manage the overall

operations of the Centre.

- 206 Fiscal Year means the period of time from April 1st of any one year to March 31st of the year immediately following.
- 207 Director of Programs means the person designated by the Board/Executive Director to manage the day-to-day activities of the Health & Wellness Centre's social support programs. This person shall report directly to the Executive Director.
- 208 Director of Wellness means the person designated by the Board / Executive Director to manage the day-to-day activities of the Health & Wellness Centre's clinical operations. This person shall report directly to the Executive Director.
- 209 Director of Services means the person designated by the Board/Executive Director to manage the day to day activities of the Health & Wellness Centre's Ni-Apin program. This person shall report directly to the Executive Director.
- 210 Assistant Director means the person designated by the Board/Executive Director to oversee the Human Resource function of the AHCWC and to assist the Executive Director in managing the overall operations of the Centre.
- 211 Authorized overtime shall mean overtime authorized by the Employer and where the term overtime is used in this Agreement, it shall mean authorized overtime.

Except for what is specifically provided within this collective agreement including Employee Requested Schedule Adjustments (ERSA) hours, travel and training hours as referenced in Article 10, overtime shall mean hours worked in addition to the regular daily hours worked.

212 Actual Service - is defined as all hours worked for during employment with the said employer.

213 Anniversary Date - Annual date that corresponds with the employee's original date of hire, which determines the date in which the employee shall receive their annual increment/salary step.

214 Date of Hire- Date upon which the employee was initially hired, this date shall be used in determining the anniversary date in which increments will be received.

215 Increment - the progression of salary/wage on the classification scale in Appendix A.

ARTICLE 3 - EMPLOYMENT STATUS

301 All employees will be advised of their employment status, in writing, at the time of their hire and at the time of any subsequent change to their employment status. **A copy of documentation provided will be placed in the employee's personnel file.**

302 Probationary Employee - means an employee who has not completed the equivalent of **six (6)**

months continuous full-time (**975** hours) or part-time employment, or whose probation has been extended for just cause by not more than **six (6)** additional months equivalent **full-time** employment or full time hours (**975** hours) and who may be dismissed without recourse to the grievance procedure. If the probationary period is extended, the employer will notify the employee in writing of the reason(s) for the extension, with a copy to the Association.

303 Full-time employee - means an employee who is scheduled on a regular, ongoing basis to work the regular hours as described in Article 9. A full-time employee is covered by all provisions of this Agreement unless otherwise specified.

304 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 9, on a recurring basis. Part-time employees shall be covered by all provisions of this Agreement unless otherwise specified, and will receive a pro-rata share of all applicable benefits.

305 Casual Employee -means an employee who is called in occasionally by the Employer to:

- (a) replace a full-time or part-time employee, or
- (b) to supplement regular staff coverage in situations of unforeseen staff shortages

The terms of this Collective Agreement shall not apply to casual employees except as provided below.

- (a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given biweekly period.
- (b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- (c) Casual employees required to work on a statutory holiday, identified in Article 1501 (a), shall be paid at the rate of time and one half (1.5 X) their basic rate of pay.
- (d) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10 (Overtime).
- (e) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- (f) The Employer agrees to deduct Association dues from casual employees in accordance with Article 19 (Association Security).
- (g) Articles 21 and 22, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.

- (h) Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.
- (i) A casual employee shall be provided with an increment following the accumulation of the equivalent of one year full time service (one thousand, nine hundred and fifty (1950) hours of actual service from either their initial date of hire or promotion, or from the date of their last increment within their classification. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.
- (j) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at **their** basic rate of pay or assigned work within their department for three (3) hours

306 (a) Term Employee - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A term employee shall not be engaged for a period greater than fifty-four (54) weeks unless covering for a maternity/parental leave (80 weeks) or mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury.) In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

For situations related to illness and/or accident, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to **their** position, subject to a minimum of forty-eight (48) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

For situations related to Maternity / Parental Leave, the Employer shall state on the job posting that the said term position is a "maternity or parental leave of absence term" which may expire sooner than indicated, subject to a minimum notice of four (4) weeks. Any term positions directly resulting from the above procedure will be posted in the same manner.

- (b) A term employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which **they were** engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which **they were** engaged, the term employee shall be entitled to exercise **their** seniority rights when applying for vacant positions for which **they are** qualified.
- (c) A term employee hired to temporarily replace a permanent employee shall be entitled to exercise **their** seniority rights to obtain a vacant position for which **they are** qualified prior to the expiration of **their** term.
- (d) A term employee may not be eligible for transfer during **their** probationary period.
- (e) A term employee may be required to complete a further probationary period up to a maximum of three (3) months upon being awarded another position within the bargaining unit.
- (f) A term employee shall have no seniority rights in matters of demotion, layoff and recall.
- (g) A term employee who applies for or is awarded a posted position prior to the end of **their** period of term employment, shall have **their** service connected for seniority purposes.

- (h) A term employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a term employee completes **their** term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original temporary position.

ARTICLE 4 - CLASSIFICATIONS AND APPEALS

- 401 An employee shall have the right to request a review of their classification, if they feel that the duties of their position have been substantially changed. The Centre will examine the duties and responsibilities of the employee and render a decision as to the validity of the request.
- 402 If the decision of the Centre is not satisfactory to the employee, they may take the matter forward as a grievance in accordance with the grievance procedure.
- 403 (a) Registered Nurse - means a graduate of an approved School of Nursing who is entitled to practice under the Registered Nurses Act of Manitoba.
- (b) Licensed Practical Nurse - means a graduate of an approved School of Nursing who is entitled to practice under the Licensed Practical Nurses Act of Manitoba.

- (c) Social Worker - means a graduate of an accredited school of Social Work

404 Any material revision to a job description shall be discussed with the affected employee prior to implementation. The Association shall also be notified of these revisions, prior to their implementation, and shall be provided with a copy of the revised job description. Following receipt of said revised job description, the Association shall have thirty (30) calendar days to present written concerns or objections to the revised job description.

Where no written concerns or objections are submitted to the Employer within that thirty (30) calendar day period, such classification and wage rate shall be considered approved and shall form part of the Agreement.

ARTICLE 5 - MANAGEMENT RIGHTS

501 Except as otherwise expressly provided in this agreement, the Centre has the right, authority and responsibility to manage, operate and generally regulate its facilities, affairs and functions.

502 The Centre agrees to exercise its management rights reasonably, in good faith, fairly, equitably, and in a manner consistent with the Collective Agreement as a whole.

ARTICLE 6 – SALARIES

601 If the Employer considers implementing a significant change to the normal workday, start and finish times, normal shift of work, normal work week, or normal rotation of shifts the Employer will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days' notice for an opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Employer and to submit any alternate proposals for consideration.

Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration the Employer still plans to implement the change, the affected employees will be given at least sixty (60) days notice. Notice time may be adjusted by mutual agreement between the Association and the Employer.

602 An employee's anniversary date for incremental purposes shall be the date on which **they** last commenced employment with the Centre. Increments shall be paid effective from the actual anniversary date.

Increments will not be delayed due to a paid leave of absence or an unpaid leave of absence of four (4) weeks or less or an employee participating in a return to work program. 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.

603 A part-time or casual employee shall be provided with an increment following the accumulation of one thousand, **nine** hundred and **fifty (1950)** hours of actual service from either their initial date of hire or promotion, or from the date of their last increment within their classification.

604 Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence of four (4) weeks duration or less.

An employee's anniversary date for increment purposes shall be delayed by one (1) week for each week of unpaid leave of absence in excess of four (4) weeks.

- 605 All employees shall be paid on a bi-weekly basis every second Friday via direct deposit. The payment received at that time shall include earnings for the two (2) week period ending the previous Friday.
- 606 In the event that a pay day falls on a statutory or other holiday, as defined in the General Holiday Article, employees shall be paid on the preceding work day.
- 607 Salaries shall be quoted in terms of gross hourly rate as per Salary the current Schedule.

ARTICLE 7 – SENIORITY

- 701 Seniority shall be defined as the total accumulated regular paid hours from the last date that the employee entered the bargaining unit, recognizing that employees transferring out of the bargaining unit and who later return, will have their seniority bridged excluding the time worked outside the bargaining unit. Seniority shall include service accumulated prior to certification.
- 702 The seniority of an employee will be retained and continue to accrue if:
- (a) the employee is on any period of paid leave of absence;
 - (b) the employee is on any period of employer paid income protection;
 - (c) the employee is on an approved

educational/cultural or traditional teachings leave of absence up to two (2) years duration;

- (d) the employee is on any period of approved unpaid leave of absence of four (4) weeks or less;
- (e) the employee is on lay off for a period of eighteen (18) weeks or less;
- (f) the employee is on approved maternity and/or parenting leave of absence totalling one (1) year or less;
- (g) the employee is in receipt of long term disability benefits for a period up to two (2) years from the date of the first absence from work;
- (h) the employee is in receipt of Worker's Compensation benefits for a period of up to two years.

703 The seniority of an employee will be retained but will not accrue if the employee:

- (a) is on any unpaid leave of absence in excess of four (4) weeks;
- (b) is on approved educational leave in excess of two (2) years;
- (c) is on lay-off for a period in excess of eighteen (18) weeks but not more than three (3) years.

- (d) is in receipt of long-term disability benefits in excess of two (2) years from the date of the first absence from work;
- (e) is in receipt of Worker's Compensation benefits for a period in excess of two (2) years.

704 The seniority of an employee will terminate if:

- (a) an employee resigns;
- (b) an employee is discharged and not reinstated in accordance with the grievance procedure;
- (c) an employee is laid-off for a period of time exceeding three (3) years.

705 The Centre will prepare a seniority list at the end of each calendar half. The seniority list will contain the names of all employees, including those employees currently in the process of satisfying their initial probationary period, in order of their seniority and will denote the total number of seniority hours accumulated, as at that date, for each employee. The seniority list will be posted on a bulletin board within the Centre and **an electronic copy** will be sent to the Association.

ARTICLE 8 - JOB POSTING AND PROMOTION

- 801 Employees shall be given preferential consideration in vacancy selection, including promotions and transfers. Seniority shall be considered a major factor in vacancy selection providing the employee has the necessary qualifications for the position and has demonstrated acceptable performance within their current position.
- 802 Promotion means a change of employment to a higher classification within the scope of this agreement. Upon promotion, an employee shall be paid at the rate of the higher salary range that provides the equivalent of at least one (1) increment above their former salary and the date of appointment to the new classification shall become the anniversary date for salary progression.
- 803 The Centre agrees that all vacancies within new or existing classifications within the scope of this Agreement will be posted on the Centre's bulletin board(s) for a period of not less than five (5) working days. The posting shall set out the classification, position title (if applicable), required qualifications, rate of pay, and current and/or anticipated starting and quitting times. A copy of the posting shall be made available to the Association. Internal and external posting may be posted concurrently.

- 804 The Centre shall consider applications from those employees who are absent from the workplace at the time of the position posting. Employees who are absent, or will be absent, and wish to be considered for vacancies shall notify the Executive Director in writing, stating the position(s) they would be interested in applying for should a vacancy or new position occur during their absence.
- 805 All promotions and voluntary transfers shall be subject to a three (3) month trial period. During this trial period, if it is deemed that the employee is unable to satisfactorily perform the requirements of the position, or if the employee requests to revert voluntarily, they shall be returned to their former classification without loss of seniority. Any employee promoted or transferred as a result of the initial promotion, shall also revert to their former classification and rate of pay or, if hired from outside the bargaining unit, laid off.
- 806 Within seven (7) calendar days of the date of appointment to a vacancy or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of fourteen (14) calendar days. The Association shall be provided with the name of all successful applicants.
- 807 Upon submitting a written request, an employee who applies for a position and is unsuccessful shall be given the reasons in writing.

808 No employee shall be promoted to a position outside the bargaining unit without their consent. An employee who is promoted to a position outside the bargaining unit, and who wishes to return or is returned at the insistence of the Centre, to the bargaining unit within three (3) months following such promotion shall retain seniority accumulated up to the date of promotion and shall return to a position consistent with that seniority.

ARTICLE 9 - HOURS OF WORK AND SHIFT SCHEDULES

901 Regular hours of work for full-time employees will be:

(a) seven point seven five (7.75) consecutive hours per day

(b) seventy-seven point five (77.5) hours per biweekly period

902 The standard hours of work shall be 8:45 a.m. to 4:30 p.m., Monday to Friday, unless otherwise agreed to between the Association and the Centre or modified in accordance with Article 904.

903 Employees will be provided with a one (1) hour lunch forty-five (45) minutes to be paid for by the employer per workday which shall be scheduled at a time mutually convenient to the Centre and the employee.

Two fifteen-minute coffee/rest breaks, one in the forenoon and one in the afternoon, will be provided.

Employees who work less than full time hours will have their lunch and coffee breaks prorated appropriately.

904 Should operational requirements necessitate a change to either the standard hours of work (8:45 a.m. effective to 4:30 p.m.), where either the starting or stopping time is shifted by greater than one-half hour, and/or the normal work week (Monday to Friday) the Executive Director shall provide the Association and the affected employees with ninety (90) calendar days written notice prior to the planned implementation date for said changes. The written notice shall provide details regarding the nature, extent and reasons for the proposed change(s) and the Association and the Centre shall enter into discussions, within fourteen (14) days of the receipt of the notice, regarding the methods of implementing the changes in an effort to minimize the impact on affected employees.

Unless mutually agreed, no change to the work day or work week will be implemented until the notice period has expired.

905 **Effective April 1, 2025, an evening premium of two dollars (\$2.00) per hour shall be paid to an employee required to work the majority of their hours on a weekday shift between 1600 hours and 2400 hours, shall be paid an evening premium of two dollars (\$2.00) per hour for that shift.**

906 **Effective April 1, 2025, a weekend premium of two dollars (\$2.00) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.**

Shift premium shall not be payable when an employee is on leave of absence, sick time, General Holidays, paid vacation and Workers' Compensation.

ARTICLE 10 – OVERTIME

1001 Overtime shall mean any authorized time worked beyond seven and one half (7 ½) hours per day, or thirty-seven point five (37.5) hours per week.

1002 The Centre shall designate the manner in which overtime is to be authorized. The overtime authorization policy shall be put in writing and a copy shall be forwarded to the Association. All changes to this policy shall be communicated to the Association prior to implementation.

1003 An employee shall not be required to alter their scheduled hours of work to offset any overtime worked.

1004 All time associated with professional development and related travel outside of standard working hours, which is funded by the Centre, shall, for the purposes of this Article, not be considered as overtime.

1005 The overtime rate shall be:

(a) time and one-half (1.5X) the basic hourly rate for all time worked in excess of seven and one half ($7 \frac{1}{2}$) hours per day, or thirty seven point five (37.5) hours per week except;

(b) double time and one-half (2.5X) for all time worked on a statutory holiday as set forth in Article 1501(a).

Employees shall be entitled to paid time off equivalent to, and in lieu of, the overtime payment to which **they** would otherwise be entitled.

- 1006 An employee may elect to accumulate up to five (5) days of compensatory time off within a calendar year. Compensatory time off must be requested and approved by the Executive Director, appropriate Director, or their designate, prior to any such time off being taken. Compensatory time off may be taken in conjunction with an employee's regularly scheduled vacation provided that such time off does not adversely affect the vacation entitlements of other employees.
- 1007 Flex Time: In order to meet the operational requirements of the Centre, where an employee requests, and the Centre agrees, an employee may be allowed to alter or flex their hours of work on a case by case basis. Such hours, if in excess of Article 9, shall be banked on a straight time basis for use at a time mutually agreed to between the Centre and the employee.
- 1008 All compensatory time, which includes overtime and flex time, off must be used within the fiscal year it was earned. If an employee does not use compensatory time within the allotted time, such time off will be scheduled by the appropriate Director or **their** designate.

1009 Program staff who participate in Cultural Retreats and who stay overnight shall be expected to be available/working until 10:30 P.M. only. Staff will be compensated at overtime rates for six (6) hours between 4:30 P.M. and 10:30 P.M., and one half (1/2) hour between the hours of 8:15 A.M. and 8:45 A.M. Overtime compensation for overnight trips for the Headstart Program will be discussed and agreed to between Management and the Union prior to the trip.

ARTICLE 11 - MILEAGE AND TRAVEL EXPENSES

1101 All monthly expense claims shall be submitted within five (5) working days of the preceding month, and shall be paid by the fifteen (15th) day of the month in which submitted.

Monthly expense claims must be submitted within 60 days of being earned. Any claim forms submitted after 60 days are not eligible for reimbursement. Notwithstanding the foregoing, all outstanding expense claims accumulated to the end of March shall be submitted by the fifth (5th) working day of April.

1102 Effective July 1, 2015, upon approval, job-related travel using the employee's own vehicle shall be paid at the rate of fifty-two (\$0.52) cents per kilometer.

Job related travel does not include the distances traveled between home and work, and return.

1103 (a) All job-related travel outside of the City of Winnipeg must receive prior approval by the appropriate Director. Expenses incurred by an employee, including airfare/mileage, accommodations, taxi fares, meals and incidentals shall be reimbursed to the employee upon submission of a claim for reimbursement together with all supporting receipts. The daily cost of meals/incidentals shall be reimbursed in accordance with the following:

Breakfast \$14.80 maximum
Lunch \$13.90 maximum
Dinner \$39.20 maximum
Incidentals \$17.30 maximum

(b) To claim Breakfast expenses/reimbursement, the employee must be required to leave prior to 7:00 am

To claim Dinner expenses/reimbursement, the employee must have been unable to return until after 6:00 pm due to work related duties.

Employees must be gone for at least two meal periods in order to be eligible to claim incidental expense reimbursement.

1104 All travel claims referenced in Article 1103 shall be submitted within five (5) working days of the employee's return to the workplace. Out of country expenses shall be reimbursed at the prevailing exchange rate in effect on the date that the expenses were incurred.

1105 All monthly expense claims, shall be submitted within five (5) working days of the preceding month, and shall be paid by the fifteen (15th) day of the month in which submitted.

Notwithstanding the foregoing, all outstanding expense claims accumulated to the end of March shall be submitted by the fifth (5th) working day of April.

Monthly expense claims must be submitted within 60 days of being earned. Any claim forms submitted after 60 days are not eligible for reimbursement. Notwithstanding the foregoing, all outstanding expense claims accumulated to the end of March shall be submitted by the fifth (5th) working day of April.

1106 Effective date of ratification, the Centre will provide a subsidy of seventy-five (75%) percent towards parking costs for assigned parking spots at the 181 Higgins Avenue location, or alternate sites designated by the Centre, to all employees who are required to provide the use of their personal vehicle in order to carry out the duties of their position.

1107 An Employee on job related travel outside the City of Winnipeg shall be permitted at their discretion to return to their home if the distance of travel is not more than three (3) hours from the Perimeter of Winnipeg. Employees will then report to work the next day no later than the equivalent travel time

from the work related destination.

ARTICLE 12 - ANNUAL VACATIONS

1201 For the purpose of determining the vacation entitlement for employees of the Centre, vacation leave credits shall be earned on the basis of actual service during the period between the first (1st) day of April and the thirty-first (31st) day of March in the following year. Employees who have completed less than one year of actual service as of the thirty-first (31st) of March of any year shall have their vacation credits pro-rated based on their actual service between the employee's initial date of employment and March thirty-first (31st).

1202 Employees shall be entitled to paid vacation in accordance with the following entitlement:

In the first three (3) years 15 working days per year

In the 4th to 7th year 20 working days per year

In the 8th to 10th year 25 working days per year

In the 11th & subsequent 30 working days per year
years

1203 Part-time employees shall be entitled to receive vacation benefits pro-rated on the basis of the entitlements specified in 1202 above.

- 1204 The Centre shall post annual vacation entitlements not later than April 5th each year and allow employees to express their preference before April 30th for vacation time off during the upcoming fiscal year. The entire calendar year is available for vacation scheduling. Employees may request time off prior to April 5th.
- 1205 Requests for vacation leave will be considered in accordance with the operational requirements of the Centre and the choice of vacation periods shall be granted to employees, who have submitted their request(s) in accordance with Article 1204, on the basis of seniority. The Executive Director shall post an approved vacation schedule for all staff by no later than May 15th.
- 1206 All earned vacation credits should be used no later than twelve months following the date on which such credits were granted. Employees who submit a written request to, and receive written approval from, the Executive Director, may carry over vacation credits past this one year period. Such requests will not be unreasonably denied. All outstanding vacation not scheduled by December 1st will be posted and a copy sent to the Association. The posting will state: if balance of vacation is not scheduled by December 31st, the appropriate director may assign.

1207 Approved vacations will not be rescheduled except upon application of the employee, and insofar as such change does not adversely affect operations of the Centre or disrupt any other employee's approved vacation.

1208 Accumulated annual vacation credits will not be reduced as a result of a paid leave of absence or an unpaid leave of absence of four (4) weeks duration or less.

1209 An additional five days' vacation will be granted to an employee in the year of their twentieth (20th) anniversary of their employment and every consecutive five (5) years until termination of their employment. Such days shall be prorated for a Part Time employee. Such additional vacation shall be taken in the vacation year during which the anniversary will occur.

If the employee terminates employment prior to the anniversary date, the additional days' vacation will be removed from the bank prior to termination payout.

ARTICLE 13 - INCOME PROTECTION (SICK LEAVE)

1301 The Centre agrees to recognize income protection credits accumulated prior to the signing of this Collective Agreement.

- 1302 Income protection credits shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) **[Effective January 1, 2026 one and a half ($1\frac{1}{2}$)]** days per month. Unused income protection credits can be accumulated up to a maximum of one hundred and nineteen (119) calendar days. Probationary employees shall not be entitled to access income protection credits however, upon successful completion of their probationary period, income protection credits earned shall be calculated based upon the actual start date.
- 1303 An employee shall be entitled to utilize income protection (sick leave) to provide care to their dependent minor child, or adult dependents with medical disabilities, spouse, parent, mother in law or father in law, and relative or any other dependent minor relative who has been residing in the same household for at least the previous three (3) months, who is sick, injured or requires assistance to attend medical appointments.
- 1304 (a) An employee who is unable to report for work due to illness shall inform the Centre prior to the commencement of **their** next scheduled shift(s).
- (b) An employee who fails to give notice as specified may not be entitled to receive income protection credits for the shift(s) in question and disciplinary action may be taken in those instances.

(c) The employer will not contact an employee without cause to determine the use of income protection leave except where the employee has failed to notify the employer as per Article 1304 (b) or, if the employee has been absent for more than the specified periods as defined in Article 1305. All employer inquiries must respect the Personal Health Information Act of Manitoba.

1305 Absences due to sickness for a period greater than five (5) consecutive working days must be supported by acceptable medical documentation attesting to the employee's inability to attend work. This medical documentation must be submitted immediately upon the employee's return to work. Notwithstanding the foregoing, the Centre 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 certificates shall not be required, without cause, after an absence of less than three (3) consecutive days. Failure to provide acceptable medical documentation may result in the employee being denied income protection benefits and disciplinary action may be taken in those instances.

1306 The Centre will provide the Association with a copy of the protocol for staff reporting absence due to illness or injury prior to their scheduled workday. The Centre agrees to consult with the Association prior to implementing any changes to the reporting protocol.

- 1307 Those Employees who are currently in a negative balance of income protection credits shall be grandfathered and not required to “pay back” other than reconciliation of accrued income protection credits toward the negative balance on a go forward basis. The Employer will provide any Employee that requests the status of their income protection accrual will be provided same.
- 1308 With as much notification as possible, and provided that such time off does not unduly disrupt the operations of the Centre, an employee shall be allowed time off with pay to attend medical appointments with a doctor, dentist, traditional healer, chiropractor, physio-therapist or other recognized medical therapist recommended by a physician. The employee may also be allowed time off to care for minor dependants or adult dependants with medical disabilities as defined in Article 1303, so they may attend medical appointments. All time utilized for such appointments shall be deducted from accumulated income protection credits to the nearest one quarter hour.
- 1309 Income protection credits shall continue to accrue during a period of paid leave of absence, or unpaid leave of absence of four (4) weeks duration 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.

- 1310 The Centre will provide an employee with a statement of accumulated income protection credits upon written request. Such requests shall be provided to the employee within three (3) working days of receiving the request.
- 1311 If hospitalized or requiring urgent care/emergency room treatment for 24 hours or more due to accident or illness while on scheduled vacation, an employee may utilize available income protection credits to cover the hospitalization or urgent care/emergency room treatment and the displaced vacation shall be rescheduled. Proof of such care must be provided at the time the employee returns to work.
- 1312 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of one (1) year.
- 1313 It is understood that the elimination period for the Long Term Disability Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection credits for a period of time not to exceed this elimination period providing they have sufficient income protection credits.

1314 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 **their** immediate supervisor.

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 Workers' Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by the WCB.

1315 Personal Wellness Leave (PWL) is designated time off that an employee can use to support their physical and mental wellness.

Up to two (2) days in each fiscal year may be deducted from an employee's accumulated income protection (Sick Leave) credits to be used for PWL. The use of PWL cannot reduce the number of income protection credits to less than ten (10) days.

The utilization of wellness day is subject to the following:

- a.the leave shall be for physical or mental wellness,**
- b.the two (2) days of leave can be used consecutively, but shall not be used contiguous with a vacation leave, and**
- c. these two (2) days are not carried forward from fiscal year to fiscal year.**

The employee shall request PWL at minimum twenty-four (24) hours in advance and no more than seventy-two (72) hours in advance. Subject to operational requirements the request for PWL shall not be unreasonably denied.

ARTICLE 14 - COMPASSIONATE LEAVE

1401 An employee shall be eligible for up to five (5) consecutive working days, one day of which shall include the date of the funeral, as paid bereavement leave of absence upon the death of a member of the employee's immediate family. For the purpose of this Article, immediate family shall constitute a spouse, common-law spouse, child, grandchild, parent, grandparent, step/foster parent, sibling, spouse's parent, spouse's grandparent, spouse's sibling, fiancé, or any other relative who has been residing in the employee's household. The employee shall immediately notify the Centre of their requirement to access this benefit.

An employee can retain and utilize one of these days if the funeral has been deferred to a later date. This provision shall also apply to Article 1402.

1402 An employee shall be eligible for up to three (3) consecutive working days, one day of which shall include the date of the funeral, as paid bereavement leave of absence upon the death of a member of the employee's extended family. For the purpose of this Article, extended family shall constitute an aunt, or uncle or first (1st) cousin, or niece or nephew. The employee shall immediately notify the Centre of their requirement to access this benefit.

- 1403 Compassionate leave may be extended by up to two (2) additional consecutive working days paid leave as may be necessitated by reason of travel north of the 53rd parallel or outside the province to attend the funeral upon approval of the Executive Director.
- 1404 The Executive Director, upon request, may grant compassionate unpaid leave for personal circumstances. Such requests will be considered on a case by case basis and not be unreasonably denied.
- 1405 Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer or mourner. This benefit shall not be applicable to instances governed by other entitlements under Article 14.
- 1406 Where operational requirements permit, any employee who carries an individual case load may attend the funeral of a constituent or their immediate family. Such time shall be recognized as Constituent Compassionate Leave.

ARTICLE 15 - GENERAL HOLIDAYS

- 1501 (a) The following statutory holidays shall be observed by the Centre and compensated in paid time off:

| | |
|------------------------------|----------------------|
| New Year's Day | August Civic Holiday |
| Louis Riel Day (February) | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |

Victoria Day
Canada Day

Christmas Day
Boxing Day

- (b) The following other holidays shall be observed by the Centre and compensated in paid time off:

Aboriginal Day - June 21st

- (c) Employees shall be entitled to use of (1) Discretionary Day per year, to be taken at the request of the employee, and with pre-approval of supervisor. This day will not be credited against banked time, vacation or income protection credits.

Discretionary Day shall not be available for carry over past end of vacation entitlement year.

1502 In the event that any statutory holiday, identified in Article 1501 a) above, **falls on a part-time employee's scheduled day off, the Centre will observe the holiday on the shift prior or immediately following the holiday.**

1503 Employees called into work on a statutory holiday, identified in Article 1501 (a) above, shall be entitled to overtime compensation at the rate of time and one-half for all hours so worked, and in addition they shall be paid their regular pay for the statutory holiday. Employees shall bank the overtime compensation at the rate of time and one-half to be taken at a future, mutually agreeable date.

1504 Should a statutory holiday occur when an employee is in receipt of income protection (sick leave), that day shall be paid as a statutory holiday and will not be deducted from accumulated income protection (sick leave) credits.

ARTICLE 16 - RELIEF DUTY (RESPONSIBILITY PAY)

1601 An employee temporarily assigned to perform substantial duties or 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.

1602 Temporary assignments to a higher rated position shall not normally exceed six (6) consecutive weeks. Any anticipated temporary assignment in excess of six (6) weeks shall be posted as a temporary vacancy in accordance with the provisions of Article 8.

1603 An employee temporarily assigned to train other employees for at least one entire day or more, shall be paid a premium of at least five percent (5%) above the regular salary rate that they would otherwise be entitled to.

ARTICLE 17 - LEAVES OF ABSENCE

1701 General Leave

The Executive Director may grant an employee an unpaid leave of absence for a period of up to six (6) months. The Board may grant an unpaid leave of absence for a period of time beyond six (6) months. Except in emergency situations, all requests for a general leave of absence shall be made to the Executive Director in writing at least four (4) weeks prior to the requested commencement date of the leave. This written request shall state the reasons for, and expected duration of, the leave. Each request will be considered on their individual merit and shall be granted at the sole discretion of the Executive Director provided that such approval will not unreasonably be withheld.

1702

Parenting Leave

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

Maternity Leave

An employee who qualifies for Maternity Leave may apply for such leave as follows:

- (a) An employee, who has completed six (6) continuous months of employment with the Centre, shall be eligible for an unpaid maternity leave of absence. In order to qualify for maternity leave benefits the employee must:
 - (i) submit a written application for maternity leave to the Executive Director or appropriate Director at

- least four (4) weeks prior to the date on which **they** intend to commence such leave; and
- (ii) provide the Centre with supporting documentation, in the form of a physician's certificate from a duly qualified medical practitioner, certifying that **the employee** is pregnant and specifying the anticipated date of delivery.
- (b) Notwithstanding the foregoing, the Centre 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 that **they are** otherwise entitled to in accordance with this Article.
- (c) An employee who qualifies for maternity leave in accordance with Article 17 shall be granted a maternity leave of absence without pay that shall consist of:
- (i) a period not exceeding seventeen (17) weeks if delivery occurs on or before the anticipated date of delivery specified in Article 1702 (b) above; or a period of seventeen (17) weeks plus
 - (ii) an additional period, equal to the period between the anticipated date of delivery specified in Article 1702 (a) (ii) above and the actual date of delivery, if the actual date of delivery occurs after the date specified in the physician's certificate.

- (iii) The Centre may vary the length of maternity leave upon receipt of appropriate medical documentation from the attending physician.
- (d) The employee returning to work following a period of approved maternity leave shall provide the Executive Director or appropriate Director with four (4) weeks written notice prior to the date that they wish to return to work. Upon returning to work, the employee shall be placed in the same or comparable position to the one occupied prior to the maternity leave and at the same wage and benefit level.
- (e) During the period of approved maternity leave, the employee will not accrue vacation credits or income protection (sick leave) credits.
- (f) An employee granted maternity leave, and who has applied for Employment Insurance benefits through **Employment and Social Development Canada (ESDC)**, may be permitted to utilize up to **a maximum of ten (10) days of their accumulated** income protection (sick leave) credits to provide income during the E.I. waiting period. **These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status**

- (a) In order to qualify for Parental Leave, an employee must:
 - (i) **Be a birth parent or must assume actual care and custody of their newborn child; or**
 - (ii) **adopt a child under the law of a province.**
 - (iii) **be an individual who assumes legal care and custody of a child.**

- (b) An employee, who has completed six (6) continuous months of employment with the Centre, shall be eligible for an unpaid parental leave of absence of up to sixty - three (63) weeks duration. In order to qualify for parental leave benefits the employee must:
 - (i) Except in the case of adoption, submit a written application for parental leave to the Executive Director or appropriate Director at least four (4) weeks prior to the date on which **they** intend to commence such leave.

- (ii) In the case of adoption, the employee shall notify the Centre, in writing, when the application to adopt has been approved and shall keep the Centre informed as to the progress of the application to adopt. The employee shall be entitled to commence parental leave immediately upon being notified by the agency involved that a child is available for placement.
 - (iii) An employee taking parental leave in conjunction with a period of maternity leave shall be required to make application for parental leave at the time that **they apply** for maternity leave in accordance with Article 1702 (a). Parental leave will commence immediately upon the conclusion of the period of maternity leave without a return to work unless otherwise approved by the Centre.
- (c) All other periods of parental leave will commence no earlier than two (2) weeks prior to the date on which the child comes into the actual care and custody of the employee, and no later than the first anniversary of the date of birth or adoption of the child or of the date on which the child came into the actual care and custody of the employee.
- (d) The employee, returning to work following a period of approved Parental Leave, shall provide the Executive Director or appropriate Director with four (4) weeks written notice prior to the date that they

wish to return to work. Upon returning to work, the employee shall be placed in the same or comparable position to the one occupied prior to the Parental Leave and at the same wage and benefit level.

- (e) During the period of approved Parental Leave, the employee will not accrue vacation credits or income protection (sick leave) credits.

1704 Jury Duty or Court Witness Duty Leave

An employee required to attend a court proceeding, other than a court proceeding occasioned by the employee's private affairs where they are a 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 of expenses for such duty.

An employee required to attend a court proceeding as a party to that proceeding, occasioned by the employees' private affairs shall receive a leave of absence without pay for the required absence.

The employee will provide proof of service and monies received to the Executive Director upon their return to work.

1705 Aboriginal Ceremonial Leave - Leave of absence without pay may be granted to

employees to attend or participate in events such as Sun Dance, Sweat Lodge, etc.

- 1706 Should an employee be required to undertake additional educational programs during normal working hours, as approved by the Executive Director, time off without loss of pay and the payment of reasonable expenses shall be provided by the Centre.
- 1707 The Centre agrees to allow each employee who is working directly with clients with up to forty (40) hours of continuing educational opportunities per year. This would exclude educational programs required by the Centre.
- 1708 If the Centre requires attendance at any approved meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and will be reimbursed for all reasonable expenses related thereto.
- 1709 Subject to the operational needs of the Centre, every reasonable effort will be made to accommodate requests for part-time leaves of absence.
- 1710 Upon written request, the Centre shall allow a leave of absence without pay of up to three (3) months, without loss of seniority, so that the employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall have their seniority retained, but not accrue, from the date of election.

1711 An employee who is elected to public office shall be granted a leave of absence without pay for a period of one (1) year. Such leave shall be renewed each year, on request, during the life of this Agreement.

1712 An employee who qualifies in accordance with 1703 is entitled to Parental Leave without pay for a continuous period of up to **sixty-three (63)** weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding **eighty (80)** consecutive weeks.

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.

Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

1713 Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the full time employee may elect to carry over to the next vacation year, a maximum of 10 days of vacation (pro-rated for part time employees and rounded to the nearest day).

1714 Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting maternity leave shall apply "mutatis mutandis".

1715

A full time or part time permanent employee who at the time of resignation advises in writing that their resignation is a result of the employee's decision to raise a dependent child or children, and is re-employed by the Employer, shall be credited with accrued service accumulated up to the time of resignation for the purpose of the long service, vacation entitlement benefits and wage scale increments as defined in this agreement.

The following conditions shall apply:

- The employee must have accumulated at least four (4) years of continuous service with the Employer at the time of resigning.**
- The resignation itself must indicate the reason for resigning.**
- The break in service shall be for no longer than five (5) years, and during that time the employee must not have been engaged in remunerative employment for more than three (3) months.**
- Upon return the employee shall be given preference over candidates external to the Employer, and previous seniority shall be taken into consideration as an external applicant. After five (5) years the employee will then be considered an external candidate with no previous seniority.**

1716

Partner Leave

Upon request, an employee whose partner has given birth to a child, or an employee

who has adopted a child, shall be entitled to three (3) leave of absence with pay. Such leave shall be granted within seven (7) days of the birth or adoption of the child. Partner Leave Upon request, an employee whose partner has given birth to a child, or an employee who has adopted a child, shall be entitled to three (3) days leave of absence with pay. Such leave shall be granted within seven (7) days of the birth or adoption of the child and shall be prorated for part-time employees.

ARTICLE 18 - NEGOTIATING COMMITTEE

- 1801 a) Up to **two (2) employees from the bargaining unit** shall suffer no loss of earnings as a result of their involvement in joint negotiations of a revised Agreement, or in grievance or arbitration proceedings or in Labour Board hearings related to the Employer.
- b) **Prior to the commencement of negotiations, the Association shall supply the Employer(s) with a list of employee representatives for negotiations.**

ARTICLE 19 - ASSOCIATION SECURITY

- 1901 The Centre agrees to deduct the current Association dues from the pay of each employee in the bargaining unit. The Centre agrees to deduct the amount of any special general assessment made by the Association. The Association shall hold the Centre harmless

with respect to all amounts so deducted and remitted, and with respect to any liabilities which the Centre might incur as a result of such deductions.

- 1902 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer, may at its discretion, choose to remit dues to the Association via an electronic funds transfer method.
- 1903 The Association shall notify the Centre in writing as to the amount(s) of current Association dues, and such dues shall not be changed without one (1) month's prior notice, or more than twice in any calendar year.
- 1904 The Centre agrees to provide one (1) bulletin board in each department at the Centre. The Employer reserves the right to request the removal of posted material if considered damaging to the employer.
- 1905 A copy of the Collective Agreement shall be provided by the Association to each employee bound by the Agreement. The Association shall provide sufficient copies to the Centre for their administrative needs. The cost of printing the agreement shall be shared equally by the Association and the Centre. The Centre shall,

upon receipt of invoice, reimburse the Association for its portion of the costs.

1906 The Centre and the Association jointly agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee because of Association membership or activity.

1907 Association Leave:

(a) Subject to operational requirements, and at least two (2) or more weeks written notice of requests, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to association representatives for the purpose of attendance at Association meeting or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

If there is a need for more than one (1) employee to be absent from the same department or program the employer will make every reasonable effort to release these employees.

(b) Subject to four (4) weeks written notice of request, an employee elected or selected to a full-time position with the Association 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 **their** term of office, to a

maximum of four (4) years.

1908 Once annually the Centre is to provide the Association, within thirty (30) days of the request, the following information regarding employees in the bargaining unit: name; address; classification; current salary rate; date of employment; seniority hours accumulated.

The employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that personal information should not be disclosed to any third party.

In accordance with Freedom of Information and Protection of Privacy Act, the personal information provided to the Association may be used only for the purpose of communicating with the Association members, reasonable administrative physical safeguards will be in place to safeguard the confidentiality and security of the personal information. When disposing or storing the provided information, the Association shall take care that the information is transported, stored or destroyed in a secure manner.

1909 The Centre shall record on the statement of earnings (T4) of each employee the amount of dues deducted and remitted to the Association.

1910 A representative of the Association will be granted up to thirty (30) minutes during the orientation of a new employee to familiarize the individual with the Association and this Agreement.

- 1911 (a) Association Representative means any official of the Manitoba Association of Health Care Professionals elected, appointed or hired by the Association to conduct the business of the Association. This includes Member Advocates (MA).
- (b) An Association Staff Member Advocate (MA) means an official of the Association elected or appointed by the membership.
- 1912 The Association agrees to provide the Employer with a current list of officers, Member Advocates, authorized Association representatives and any subsequent changes when a change occurs.
- 1913 The Employer agrees to provide to the Association a list of current management representatives and any subsequent changes to the list when a change occurs.
- 1914 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

ARTICLE 20 – DISCIPLINE

- 2001 The Centre shall not discipline or discharge any employee bound by the Agreement without just cause.

- 2002 When it becomes necessary to take disciplinary action other than a verbal reprimand, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless the employee is a danger to themselves or others, and to be represented at such a meeting by an Association Representative, unless the employee refuses such representation, in writing.
- 2003 An employee shall be notified in writing of the grounds for discipline or discharge. A copy shall be forwarded to the Association, unless the employee requests, in writing, that the matter not be referred to the Association.
- 2004 An employee who considers that they have been wrongfully disciplined or discharged shall have recourse to the grievance procedure.
- 2005 An employee may examine their personnel file, upon request, at a location providing suitable table or counter space and privacy. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.
- 2006 The Centre agrees not to introduce as evidence any information or entry from the employee's file unless the employee was previously made aware of the entry, incident or concerns of management at the time that the event occurred, or a reasonable time thereafter.

ARTICLE 21 - GRIEVANCE PROCEDURE

- 2101 Should a dispute arise between the Employer and an employee or the Association concerning the interpretation, application or alleged violation of this Agreement:
- 2102 The employee and **their** supervisor shall first attempt to resolve the dispute by means of discussion.
- 2103 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Appropriate Director or **their** designate.
- 2104 Within seven (7) days after the grievance has been filed, the Appropriate Director or **their** designate shall investigate the matter and reply.
- 2105 Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Executive Director or designate.
- 2106 Within seven (7) days after receiving the grievance, the Executive Director or designate shall investigate the matter, conducting a hearing upon request, and reply.
- 2107 If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 22 within the next ensuing fourteen (14) days.

- 2108 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 2109 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 or reasonable circumstances.
- 2110 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.
- 2111 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 2112 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration procedure.

ARTICLE 22 – ARBITRATION

2201 The parties agree, for the purpose of expediting the final resolution of a grievance, that they may rely on either the following arbitration procedure or on the expedited arbitration provision of the Labour Relations Act.

2202 Failing satisfactory resolution of the grievance at Step 2 of the grievance procedure, the Association shall notify by registered mail, within fifteen (15) working days from the date that the decision of the Executive Director was rendered, the Executive Director that the matter is being referred to arbitration. Where both parties agree, in writing, the Board of Arbitration shall consist of a sole arbitrator. In the event that either party does not agree to the use of a sole arbitrator, or in the event that the two parties are unable to agree on an individual to serve in the capacity of a sole arbitrator, within ten (10) working days following the notification from the Association, the Association shall communicate to the Executive Director, by registered mail, the name of its nominee to a three (3) person Board of Arbitration. The Executive Director shall, within ten (10) working days following receipt of this information, communicate to the Association, by registered mail, the name of its nominee to the Board of Arbitration.

The two (2) nominees shall then meet and select a chairperson within fifteen (15) working days.

- 2203 If the employer fails to appoint a nominee within the prescribed time limits, or if any nominee so appointed fails to serve, or is unable to serve, then the other party to the proceedings may request the Minister of Labour of Manitoba to select such nominee.
- 2204 If the two (2) nominees, appointed as herein provided, fail to agree upon the appointment of a Chairperson of the Board of Arbitration within the prescribed time limits, or if any Chairperson so appointed fails to serve, or is unable to serve, then either of the said two (2) nominees may request the Minister of Labour of Manitoba to select a Chairperson.
- 2205 The parties may, at any time by mutual agreement, extend or abridge the time or times for the taking of any step or proceeding under this Article which shall be confirmed in writing between the Association and the Executive Director.
- 2206 The Board of Arbitration may determine its own procedures for conducting the hearing and shall give full opportunity to all parties to present evidence and to make representations to the Board. The Board of Arbitration shall have the power to require the attendance of witnesses and the production of documents upon the request of either party.

- 2207 The decision of the majority shall be the decision of the Board of Arbitration. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board of Arbitration. The decision of the Board of Arbitration shall be final and binding on the parties, but in no event shall the Board of Arbitration have the power to change the Collective Agreement or to alter, modify or amend any of its provisions.
- 2208 Where an employee has been subject to unjust lay off or discipline by the employer, and the matter has been referred to a Board of Arbitration for determination, and the Board has determined that the lay off, or the imposition of discipline and/or the measure of discipline imposed, was inappropriate, the Board shall have the power to order appropriate remedial action or rescind or modify the discipline imposed to a manner that, in its opinion, is just and equitable.
- 2209 In the event that a sole arbitrator is agreed upon, the expenses and compensation of the Arbitrator shall be borne equally between the parties. In the event that a three (3) person Board of Arbitration is utilized, the expenses and compensation of the arbitrators selected by the parties shall be borne by the respective parties, and the expenses and compensation of the Chairperson shall be borne equally between the parties.

2210 If the decision involves the reinstatement of the grievor, the Arbitrator/Board of Arbitration may deduct from the award any wages earned by the grievor since the lay off, suspension or discharge, if any.

2211 Should the parties disagree as to the meaning or application of the decision, either party may apply to the Arbitrator/Board of Arbitration to reconvene for the purpose of clarifying the decision.

ARTICLE 23 – SAFETY, HEALTH AND WELFARE

2301 It is agreed that if MHSC premiums are introduced during the life of this Agreement, the parties will meet to discuss and determine an equitable sharing of the cost of these premiums.

2302 The Centre shall establish a Health & Safety Committee as per Workplace Safety and Health Legislation with equal representation from management of the Centre and bargaining unit employees of the Centre selected by the Association. This Committee shall meet quarterly, or upon the request of either party and at such times as mutually agreed to between the parties, and shall continue to function in accordance with applicable provincial legislation. All members of this committee shall be entitled to sixteen (16) hours of paid educational leave per year.

- 2303 (a) The parties agree that there shall be no discrimination against an employee's membership or non-membership in the Association or in matters covered by this Collective Agreement on the basis of all characteristics set out in The Human Rights Code of Manitoba.
- (b) The Centre and the Association agree that no form of harassment of any kind shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment, or allegations of harassment, shall be treated in strict confidence by both the Centre and the Association.
- (c) No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the immediate supervisor, or the Executive Director in cases where the immediate supervisor may be the alleged abusive party. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction for the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

- 2304 The Centre agrees to take all reasonable precautions to limit the spread of infectious diseases among employees where, due to the nature of their job function, they are at risk of exposure to infectious diseases, including in-service seminars for employees, and the provision of Hepatitis "B" vaccine free of charge to those employees who may be exposed to body fluids or other sources of infection. If any employee refuses to take the vaccine, the Centre may require that such employee sign a waiver stating that they have refused such vaccination.
- 2305 The Centre will provide individual accommodations whenever employees are required to stay overnight, unless mutually agreed otherwise.
- 2306 Where necessary, the Employer shall make available and maintain lab coats or smocks (protective clothing). All such items remain the property of the Employer. The Employer agrees to replace or repair protective clothing when damaged.

2307 Where an employee is unable to report for work as scheduled due to whiteout/blizzard conditions as declared by Environment Canada, or due to road closures as declared by police agencies or the Department of Highways, the employee may take the time from their compensatory time or vacation to offset any loss of salary for that date. Where there is no compensatory time or vacation available, the employee will be granted an unpaid leave of absence.

ARTICLE 24 – LAY-OFF AND RECALL

2401 (a) In the event of a lay off, employees, other than probationary and casual employees, shall receive one calendar week written notice per year of completed service, with a minimum of two (2) weeks notice and a maximum of eight (8) weeks notice of such lay off, or pay in lieu of said notice. For part-time employees, pay in lieu of notice shall be pro-rated. This notice period shall not be applicable to employees who exercise their seniority rights to bump into alternate employment. The Centre will endeavour to provide as much notice as possible regarding layoffs.

(b) A lay-off shall be any reduction in the work force or any permanent reduction of and employee's normal hours of work due to lack of work.

- (c) An employee who is being laid off in accordance with Article 2401 will be entitled to exercise seniority rights, subject to **their** being qualified, competent and willing to perform the required work, to displace in a less senior employee in an equal or lower occupational classification. Any employee thus displaced shall be entitled to a like exercise of seniority rights, with the employee or employees who are finally displaced by the exercise of this subsection being considered laid off, and subject to recall as outlined below.

2402 If a reduction in the workforce occurs, employees will be laid off in reverse order of seniority within their classification subject only to more senior employees being qualified and willing to perform the required work. It shall be the responsibility of each laid off employee to maintain with the Centre information regarding their present address and telephone number in order to facilitate recall.

2403 No new employee shall be hired to fill a vacancy when an employee who is eligible for recall is qualified, able and available to fill said vacancy.

2404 Employees on lay off are to be recalled in order of seniority. Such recall shall be made by registered mail, and shall provide for a minimum of one (1) week notice to report back to work. The employee is required to contact the Centre within one (1) week of said notice, confirming their intention to return to work as scheduled, or make reasonable alternative arrangements. An employee who declines to return to a position comparable to that held prior to lay off, without reasonable cause, shall be considered to have abandoned all rights to re-employment. Employees required to provide up to two (2) weeks notice to a current employer shall be deemed to be in compliance with the one (1) week provision. It shall be the responsibility of each laid off employee to maintain with the Centre their current address and telephone number in order to facilitate recall.

2405 An employee who exercises their seniority rights to recall, to work in a different classification or operational unit, shall be entitled to a three (3) month trial period. During this trial period, if it is deemed that the employee is unable to satisfactorily perform the requirements of the position they shall be placed directly onto lay off status and the subsequent vacancy shall be offered, in seniority order, to another employee currently on lay off. Should the employee successfully complete the trial period, they shall be given the opportunity to return to the position that they held prior to the layoff, should that position become vacant within one (1) year of recall, prior to any posting in accordance with Article 8 - Job Posting and Promotion.

- 2406 In the event of the deletion of an occupied position the incumbent shall be entitled to exercise their seniority rights, subject to their possessing the necessary qualifications, to displace the most junior employee in a position of equal or lesser classification. Any junior employee so displaced shall be entitled, where applicable, to a like exercise of seniority rights.
- 2407 An employee who exercises **their** seniority rights shall be entitled to an eight (8) week familiarization period. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, **they** shall be placed directly onto layoff status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 2408 An employee who is demoted due to a reason other than unsatisfactory performance shall be paid at the rate nearest, but not exceeding, their current basic salary.

ARTICLE 25 - EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE

2501 The Centre and the Association agree to the creation of an Employee / Management Advisory Committee with equal representation, which shall not exceed three (3) employee / Association representatives or three (3) management representatives. The Committee shall meet quarterly and/or at the written request of either party for the purpose of discussing matters of mutual concern. The parties shall co-chair this Committee and shall chair alternate meetings. The meeting will occur within thirty (30) days of either party receiving the written request for a meeting.

This committee will not replace internal staff meetings or committees such as the Staff / Management Advisory Committee (SMAC).

2502 This Committee shall be advisory in nature and shall have no authority to bind the parties and shall not substitute for staff meetings or normal communication processes in effect within the Centre.

2503 The Centre will make every reasonable effort to schedule meetings of this Committee during normal working hours, and duly appointed representatives shall attend such meetings with no loss in pay. However, in those instances when such meetings carry on beyond normal working hours, the employee representatives shall not be entitled to any additional compensation for their attendance.

ARTICLE 26 - EMPLOYEE APPRAISALS

2601 Employee appraisals shall be conducted annually, with the exception of probationary employees or employees in the process of fulfilling the trial period specified in Article 805, in accordance with the following guidelines:

- (a) All evaluations shall be in writing and the contents of the evaluation document shall be discussed with the employee.
- (b) The employee shall sign the evaluation document solely for the purpose of indicating that they have reviewed and are aware of its contents. However, the employee shall have the right to attach their personal comments to the document.
- (c) All employees shall be given a copy of their employee appraisal document.

2602 If an employee regards the contents of their employee appraisal document as inaccurate, unfair or unreasonable, they may initiate a grievance in accordance with Article 21.

ARTICLE 27 - TERMINATION OF EMPLOYMENT

2701 Employment may be terminated voluntarily by the employee by giving two (2) weeks written notice to the Executive Director exclusive of any vacations due.

2702 Employment may be terminated with less or no notice:

- (a) by mutual agreement between the Centre and the employee,
- (b) during an employee's probationary period,
- (c) where the employee is discharged for cause.

ARTICLE 28 - EMPLOYEE BENEFITS PROGRAM

2801 The Aboriginal Health and Wellness Centre of Winnipeg, Inc. is prepared to continue the provision of the following fringe benefits, according to the terms and conditions in existence prior to March 31, 2005, and in a manner consistent with the administration of these benefits prior to that date, provided that the overall cost of said benefits can continue to be accommodated within the existing budget limits of the Centre. Effective first full pay period following date of ratification, employer contribution to Employee RRSP is **three percent (3%)**.

The Employer shall pay **seventy-five percent (75%)** and the Employee will pay **twenty-five percent (25%)**. In the event that the cost(s) of providing such benefits exceed the Centre's

financial ability to do so, the parties will meet discuss and determine an equitable sharing of the cost(s) of providing these benefits or other mutually agreeable options. The benefits include:

- Extended Health Care
- Dental Care
- Employee Assistance
- Group Life Insurance
- Long Term Disability Plan
- Group R.R.S.P.
- Accidental Death & Dismemberment

The Centre will provide annual information sessions regarding the Employee Benefits Program to all employees, subject to no additional costs to the Employer.

2802 Any full-time or part-time employee who has completed three (3) months service with the employer shall be eligible to receive all benefits under the Employee Benefits Program.

2803 All permanent full-time employees shall be provided with an annual Health Spending Account (HSA) in the amount of twelve hundred and fifty dollars (\$1,250.00) to be used towards the payment of health and welfare related services or products, currently provided for under the employer's extended health care benefits plans.

Part-time employees shall receive one thousand dollars (\$1,000) for the Health

Spending Account.

- **The HSA only applies to and is made available to top up the existing benefits provided by the Employer's Enhanced Health Care, Dental Care Plan.**
- **In order to be eligible for the HSA an employee must be enrolled in the Extended Health Care Plan.**
- **New employees who become enrolled in the Extended Health Care Plan will commence HSA coverage following one (1) year participation in the Extended Health Care Plan.**
- **Unutilized HSA monies are not carried over to the subsequent year.**

ARTICLE 29 - OVERPAYMENTS

2901 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Association or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made, for a period of time that does not extend further back than twelve (12) months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Association as soon as practicable;
- (b) The proposed recovery is made in as fair

and reasonable a manner as possible;
and,

- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and the employee.

In the event the employee retires from, or leaves the employ of the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

ARTICLE 30 – EXPIRATION AND RENEWAL

3001 This Collective Agreement shall be effective and binding on the parties from April 1, 2022 until March 31, 2026, and thereafter until replaced or terminated.

3002 This Agreement may be amended during its term by mutual agreement.

Retroactive general wage increases and recognition signing bonus for employees employed as of the date of ratification, shall be made payable within ninety (90) calendar days of the date of ratification.

3003 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party, in writing, of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

3004 Within ten (10) working days after receipt of such notice or such time as may be mutually agreed upon, the other party is required to enter into negotiations for renewal or revision of the Collective Agreement.

3005 RECOGNITION SIGNING BONUS – Effective
Date of Ratification:

Each employee currently employed within the Employer as of the date of ratification shall be entitled to a one-time lump-sum payment \$1,900.00 per Full-time employee and \$\$1,000.00 per Part-time employee.

All statutory deductions will apply to this payment. The lump-sum payment is deemed non-pensionable and is not subject to benefit deductions.

Employees on leave of absence shall receive the payment and will be required to report all earnings to any applicable third-party payer/insurer.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION

A handwritten signature in blue ink, appearing to read "J. C. H.", is written above the first line of the signature area for the Association.

President, MAHCP

LETTER OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT

between

**ABORIGINAL HEALTH AND
WELLNESS CENTRE OF WINNIPEG, INC.**
and
**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

RE: Vision Care Plan

The Employer shall provide a self-directed (in-house) Vision Care plan for all employees to a maximum coverage of \$350 every 2 years, pro-rated for part-time staff. The Centre shall reimburse the employee as soon as reasonably possible.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION



President, MAHCP

LETTER OF UNDERSTANDING
SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT

between

**ABORIGINAL HEALTH AND
WELLNESS CENTRE OF WINNIPEG, INC.**

and

**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

**RE: Job Classification Review and Wage Adjustment Fund
Committee**

For the purposes of concluding collective bargaining with MAHCP, the Centre is able to confirm that up to \$700,000.00 dollars (the Fund) will be made available for a Wage Adjustment processes for the April 1, 2025 – March 31, 2026 fiscal year.

The Parties agree that the Wage Adjustment process is to address issues specific to agreed-to job classifications that warrant an adjustment based the following:

The Wage Adjustment(s) is subject to an extensive Job Classification / Description Review in accordance with Article 4 and Article 5 of the Collective Agreement. It is the goal of the Job Classification / Description Review to ensure that the determined job content, including qualifications, experiences and scope of work necessary to perform the work are compensated appropriately. It is also the intent of this process to ensure that the relative value of the work is recognized and compensated appropriately.

It is recognized and agreed by the Parties that:

- a. Each classification is to be reviewed and slotted according to comparable Community Support, Facility Support, Professional Technical and/or Nursing classifications within applicable Community Health Organizations**
- b. Where it is determined that the salary of an employee is higher than that of the established salary range, that employee will receive the General Wage Increase(s) and Market Adjustment(s) until the mutually agreed-to implementation date for the standardized salary scale. Thereafter, further economic wage increases will not apply until that employee reaches the same level as the others on the standardized salary scale.**

Any adjustment(s) will be effective at a mutually agreeable date(s) as decided by the committee, but no sooner than April 1, 2025.

The Parties agree to establish a committee consisting of equal representation from the Centre and MAHCP not to exceed six (6) committee members in total; three (3) representatives from the Employer and three (3) representatives from the Association. The Centre will commit to appropriate Human Resource and Finance support from the WCHREO to assist in the market and wage standardization process. The Centre will share an updated list of employees,-their actual EFTs, classification / position and wage scale. in advance of the process in order to for the Association to validate costing. The Centre will provide a vacancy rate for each applicable classification for the purposes of Committee.

The Committee will commence meeting within forty-five (45) days of the ratification of the Collective Agreement. Additional representatives may be invited to attend as determined and mutually agreed-to by the committee to provide necessary information.

- a. Where the Parties are unable to agree upon the allocation of the Fund for the purposes of wage standardization they will appoint an adjudicator to determine the issue. If the Parties are unable to agree upon an adjudicator, the Parties may submit a request to the Manitoba Labour Board. The adjudicator's ruling shall not exceed the financial capability of the Fund. The ruling of the adjudicator shall be final and binding on all Parties. The Parties agree to choose an agreed upon cost effective adjudicator and that Expenses and fees of the adjudicator shall be shared between the Parties. These costs will not be charged against the Fund.**

- b. Should the Wage Standardization adjustment rate be achieved before the Fund is fully expended, the Parties agree that the terms of the Letter of Understanding have been met.**

Costs associated with this joint committee will be borne as follows:

- 1. Each Party shall be responsible for its own incurred expenses.**
- 2. Any agreed-to change or adjudication shall be implemented within one-hundred and twenty days (120) days.**

MEMORANDUM OF AGREEMENT #1

SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT

between

**ABORIGINAL HEALTH AND
WELLNESS CENTRE OF WINNIPEG, INC.**

and

**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

RE: Organizational Changes – Impact on the Bargaining Unit

In the event the Employer contemplates changes in organization structure that affect the bargaining unit, including changes that affect the number of bargaining unit members, it is agreed that meaningful prior consultation with the Association will occur.

Notwithstanding the generality of the foregoing, the provisions of the collective agreement will apply in all instances where organizational change is contemplated.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION



President, MAHCP

MEMORANDUM OF AGREEMENT #2
between
ABORIGINAL HEALTH AND WELLNESS CENTRE OF WINNIPEG,
INC.
and
MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

RE: Benefits Plan

Where the Employer considers a change in benefit carrier, a Joint Committee will be established that shall be made of equal numbers of representatives from the Employer and the Association.

This Committee will review relevant benefit carrier information as provided by the Employer. The Committee shall be advisory in nature and any suggestions or recommendations from this joint committee will not be binding on the Employer but will be provided on an information basis only.

Any decisions as to a change in benefit carrier are at the total discretion of the Employer.

The Memorandum expires as of the expiry of the Collective Agreement on March 31, 2018.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION

A handwritten signature in blue ink, appearing to read "J. C. H.", is written above a horizontal line.

President, MAHCP

MEMORANDUM OF AGREEMENT #3
between
**ABORIGINAL HEALTH AND
WELLNESS CENTRE OF WINNIPEG, INC.**
and
**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

RE: ERSA Adhoc Committee

The Employer recognizes the importance to clarify the “Flexing” concerns discussed at the table to date, the employer is proposing the creation of an ad hoc labour/management committee to discuss the stated concerns. The ad hoc committee shall meet within a reasonable time period no more than 60 days after the agreement has been ratified. A terms of reference shall be created and co-chaired by the Association and AHCWC. The committee will have equal representation of staff and management.

Items to be discussed include definitions of Employee Requested Scheduling Adjustment (ERSA), and Compensatory Time.

Association acknowledges Employer agreement to above and agrees to a limit of 3 representative of employees and 3 representatives of management.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION

A handwritten signature in blue ink, appearing to read "J. C. H.", is written above a horizontal line.

President, MAHCP

MEMORANDUM OF AGREEMENT #4
between
**ABORIGINAL HEALTH AND
WELLNESS CENTRE OF WINNIPEG, INC.**
and
**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

RE: New Term Employee Benefits

Any full-time or part-time employee who has completed three (3) months service or (487.5 hours) with the employer and any part-time employee who works at least 25 hours per week and who has completed three (3) months pro-rated service or with the employer shall be eligible to receive all benefits under the Employee Benefits Program.

Where a term employees is hired to replace a permanent employee who is covered by the Employee Benefits Program, then said term employee is not eligible for benefits until such time as they are in a permanent position.

The parties agree to codify this item in the form of an MOU this would be within a context of mutual agreement.

Signed this 14th day of March, 2025

FOR THE CENTRE

FOR THE ASSOCIATION

A handwritten signature in blue ink, appearing to read "J. C. H.", is written above a horizontal line.

President, MAHCP

SCHEDULE A – WAGES

GENERAL WAGE INCREASES (GWI) – Prior to the General Wage Increase being applied, the Market Adjustment’s will be applied to applicable classifications as outlined below:

A General Wage Increase of 10.75% will be applied as follows:

April 1, 2022 – 2%

April 1, 2023 – 2.5%

April 1, 2024 – 2%

January 1, 2025 – 1.5% Market Adjustment

April 1, 2025 – 2.75%

Excludes Nursing Classifications in accordance with Schedule A – Wages “Me-Too” Agreement of which the parties have agreed to as status quo.

LPN classifications will have a “me-too” to the LPN Classification in the **WCHREO** MNU agreement and will have wages adjusted in accordance with the **applicable wage scales** and **steps** effective date **April 1, 2024** in the central table **Manitoba Nurses Union Collective Agreements**.

RN classification will have a “me-too” to the Nurse 2 and 3 Classification in the **WCHREO** MNU agreement and will have wages adjusted in accordance with the **applicable wage scales** and **steps** effective date **April 1, 2024** in the central table **Manitoba Nurses Union Collective Agreements**.

The Centre and the Association agree to implement the attached Salary Schedules for members of the bargaining unit effective **date of ratification**.

SALARY SCHEDULE

| | Step 1 | Step 2 | Step 3 | Step 4 | Step 5 | Step 6 |
|------------------------|--------|--------|--------|--------|--------|--------|
| Activity Worker | | | | | | |
| 2018 | 19.370 | 19.940 | 20.530 | 21.160 | 21.790 | 22.460 |
| 2019 | 19.370 | 19.940 | 20.530 | 21.160 | 21.790 | 22.460 |
| 2020 | 19.515 | 20.090 | 20.684 | 21.319 | 21.953 | 22.628 |
| 2021 | 19.710 | 20.290 | 20.891 | 21.532 | 22.173 | 22.855 |

| | | | | | | |
|---------------------------------|--------|--------|--------|--------|--------|--------|
| Administrative Assistant | | | | | | |
| 2018 | 17.579 | 18.109 | 18.639 | 19.202 | 19.776 | 20.371 |
| 2019 | 17.579 | 18.109 | 18.639 | 19.202 | 19.776 | 20.371 |
| 2020 | 17.711 | 18.245 | 18.779 | 19.346 | 19.924 | 20.524 |
| 2021 | 17.888 | 18.427 | 18.967 | 19.539 | 20.124 | 20.729 |

| | | | | | | |
|-----------------------------|--------|--------|--------|--------|--------|--------|
| Administrative Clerk | | | | | | |
| 2018 | 16.550 | 17.048 | 17.557 | 18.098 | 18.629 | 19.181 |
| 2019 | 16.550 | 17.048 | 17.557 | 18.098 | 18.629 | 19.181 |
| 2020 | 16.674 | 17.176 | 17.689 | 18.234 | 18.769 | 19.325 |
| 2021 | 16.841 | 17.348 | 17.866 | 18.416 | 18.956 | 19.518 |

| | | | | | | |
|---|--------|--------|--------|--------|--------|--------|
| Bus Driver / Classroom Assistant | | | | | | |
| 2018 | 14.548 | 15.003 | 15.425 | 15.912 | 16.388 | 16.875 |
| 2019 | 14.548 | 15.003 | 15.425 | 15.912 | 16.388 | 16.875 |
| 2020 | 14.657 | 15.116 | 15.541 | 16.031 | 16.511 | 17.002 |
| 2021 | 14.804 | 15.267 | 15.696 | 16.192 | 16.676 | 17.172 |

| | | | | | | |
|--------------------------------|--------|--------|--------|--------|--------|--------|
| Community Health Worker | | | | | | |
| 2018 | 16.908 | 17.416 | 17.925 | 18.466 | 19.018 | 19.581 |
| 2019 | 16.908 | 17.416 | 17.925 | 18.466 | 19.018 | 19.581 |
| 2020 | 17.035 | 17.547 | 18.059 | 18.604 | 19.161 | 19.728 |
| 2021 | 17.205 | 17.722 | 18.240 | 18.791 | 19.352 | 19.925 |

| Community Wellness Worker | | | | | | |
|----------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2019 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2020 | 21.418 | 22.051 | 22.705 | 23.381 | 24.079 | 24.810 |
| 2021 | 21.633 | 22.272 | 22.932 | 23.615 | 24.320 | 25.058 |

| Cook / Housekeeper | | | | | | |
|---------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 13.281 | 13.671 | 14.093 | 14.494 | 14.948 | 15.392 |
| 2019 | 13.281 | 13.671 | 14.093 | 14.494 | 14.948 | 15.392 |
| 2020 | 13.381 | 13.774 | 14.199 | 14.603 | 15.060 | 15.507 |
| 2021 | 13.514 | 13.911 | 14.341 | 14.749 | 15.211 | 15.663 |

| Cultural Resource Specialist | | | | | | |
|-------------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 23.933 | 24.647 | 25.372 | 26.141 | 26.931 | 27.721 |
| 2019 | 23.933 | 24.647 | 25.372 | 26.141 | 26.931 | 27.721 |
| 2020 | 24.112 | 24.832 | 25.562 | 26.337 | 27.133 | 27.929 |
| 2021 | 24.354 | 25.080 | 25.818 | 26.600 | 27.404 | 28.208 |

| ECE Team Leader / Parent Support | | | | | | |
|---|--------|--------|--------|--------|--------|--------|
| 2018 | 19.917 | 20.512 | 21.129 | 21.768 | 22.439 | 23.099 |
| 2019 | 19.917 | 20.512 | 21.129 | 21.768 | 22.439 | 23.099 |
| 2020 | 20.066 | 20.666 | 21.287 | 21.931 | 22.607 | 23.272 |
| 2021 | 20.267 | 20.872 | 21.500 | 22.151 | 22.833 | 23.505 |

| Intensive Community Support Advocate | | | | | | |
|---|--------|--------|--------|--------|--------|--------|
| 2018 | 25.000 | 25.750 | 26.523 | 27.318 | 28.138 | 28.982 |
| 2019 | 25.000 | 25.750 | 26.523 | 27.318 | 28.138 | 28.982 |
| 2020 | 25.188 | 25.943 | 26.722 | 27.524 | 28.349 | 29.200 |
| 2021 | 25.439 | 26.203 | 26.989 | 27.798 | 28.633 | 29.492 |

| Life Skills Coach | | | | | | |
|--------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 28.220 | 29.060 | 29.940 | 30.830 | 31.760 | 32.710 |
| 2019 | 28.220 | 29.060 | 29.940 | 30.830 | 31.760 | 32.710 |

| | | | | | | |
|------|--------|--------|--------|--------|--------|--------|
| 2020 | 28.432 | 29.278 | 30.165 | 31.061 | 31.998 | 32.955 |
| 2021 | 28.716 | 29.571 | 30.466 | 31.372 | 32.318 | 33.285 |

| Medical Clerk | | | | | | |
|----------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 18.629 | 19.181 | 19.754 | 20.350 | 20.967 | 21.595 |
| 2019 | 18.629 | 19.181 | 19.754 | 20.350 | 20.967 | 21.595 |
| 2020 | 18.769 | 19.325 | 19.902 | 20.503 | 21.124 | 21.757 |
| 2021 | 18.956 | 19.518 | 20.101 | 20.708 | 21.335 | 21.975 |

| Mentor | | | | | | |
|---------------|--------|--------|--------|--------|--------|--------|
| 2018 | 20.469 | 21.086 | 21.714 | 22.363 | 23.034 | 23.727 |
| 2019 | 20.469 | 21.086 | 21.714 | 22.363 | 23.034 | 23.727 |
| 2020 | 20.623 | 21.244 | 21.877 | 22.531 | 23.207 | 23.905 |
| 2021 | 20.829 | 21.457 | 22.096 | 22.756 | 23.439 | 24.144 |

| Nurse (LPN) | | | | | |
|--------------------|--------|--------|--------|--------|--------|
| 2017 | 27.645 | 28.550 | 29.444 | 30.529 | 31.523 |
| 2018 | 27.991 | 28.907 | 29.812 | 30.911 | 31.917 |
| 2019 | 28.383 | 29.312 | 30.229 | 31.343 | 32.364 |
| 2020 | 28.525 | 29.459 | 30.380 | 31.500 | 32.526 |
| 2021 | 28.867 | 29.812 | 30.745 | 31.878 | 32.916 |

| Nurse (RN) | | | | | |
|-------------------|--------|--------|--------|--------|--------|
| 2017 | 36.115 | 37.375 | 38.640 | 39.957 | 41.245 |
| 2018 | 36.566 | 37.843 | 39.123 | 40.457 | 41.761 |
| 2019 | 37.078 | 38.372 | 39.671 | 41.023 | 42.345 |
| 2020 | 37.264 | 38.564 | 39.869 | 41.228 | 42.557 |
| 2021 | 37.711 | 39.027 | 40.348 | 41.723 | 43.068 |

| Peer Support Worker | | | | | | |
|----------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 19.365 | 19.938 | 20.534 | 21.162 | 21.789 | 22.460 |
| 2019 | 19.365 | 19.938 | 20.534 | 21.162 | 21.789 | 22.460 |
| 2020 | 19.510 | 20.088 | 20.688 | 21.321 | 21.952 | 22.628 |
| 2021 | 19.705 | 20.288 | 20.895 | 21.534 | 22.172 | 22.855 |

| Receptionist | | | | | | |
|---------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 16.063 | 16.550 | 17.048 | 17.557 | 18.098 | 18.629 |
| 2019 | 16.063 | 16.550 | 17.048 | 17.557 | 18.098 | 18.629 |
| 2020 | 16.183 | 16.674 | 17.176 | 17.689 | 18.234 | 18.769 |
| 2021 | 16.345 | 16.841 | 17.348 | 17.866 | 18.416 | 18.956 |

| Residential Resource Specialist | | | | | | |
|--|--------|--------|--------|--------|--------|--------|
| 2018 | 23.933 | 24.647 | 25.372 | 26.141 | 26.931 | 27.721 |
| 2019 | 23.933 | 24.647 | 25.372 | 26.141 | 26.931 | 27.721 |
| 2020 | 24.112 | 24.832 | 25.562 | 26.337 | 27.133 | 27.929 |
| 2021 | 24.354 | 25.080 | 25.818 | 26.600 | 27.404 | 28.208 |

| Residential Support Worker | | | | | | |
|-----------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 19.365 | 19.938 | 20.534 | 21.162 | 21.789 | 22.460 |
| 2019 | 19.365 | 19.938 | 20.534 | 21.162 | 21.789 | 22.460 |
| 2020 | 19.510 | 20.088 | 20.688 | 21.321 | 21.952 | 22.628 |
| 2021 | 19.705 | 20.288 | 20.895 | 21.534 | 22.172 | 22.855 |

| Resolution Health Support Worker | | | | | |
|---|--------|--------|--------|--------|--------|
| 2018 | 26.390 | 27.180 | 28.013 | 28.814 | 29.734 |
| 2019 | 26.390 | 27.180 | 28.013 | 28.814 | 29.734 |
| 2020 | 26.588 | 27.384 | 28.223 | 29.030 | 29.957 |
| 2021 | 26.854 | 27.658 | 28.505 | 29.320 | 30.257 |

| Senior Counsellor | | | | | | |
|--------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 22.937 | 23.619 | 24.322 | 25.069 | 25.816 | 26.585 |
| 2019 | 22.937 | 23.619 | 24.322 | 25.069 | 25.816 | 26.585 |
| 2020 | 23.109 | 23.796 | 24.504 | 25.257 | 26.010 | 26.784 |
| 2021 | 23.340 | 24.034 | 24.749 | 25.510 | 26.270 | 27.052 |

| Senior Mentor / FASD Educator | | | | | | |
|--------------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 24.214 | 24.928 | 25.697 | 26.455 | 27.256 | 28.067 |
| 2019 | 24.214 | 24.928 | 25.697 | 26.455 | 27.256 | 28.067 |
| 2020 | 24.396 | 25.115 | 25.890 | 26.653 | 27.460 | 28.278 |
| 2021 | 24.640 | 25.366 | 26.149 | 26.920 | 27.735 | 28.560 |

| Senior Resolution Health Support Worker | | | | | |
|--|--------|--------|--------|--------|--------|
| 2018 | 27.158 | 28.003 | 28.565 | 29.724 | 30.579 |
| 2019 | 27.158 | 28.003 | 28.565 | 29.724 | 30.579 |
| 2020 | 27.362 | 28.213 | 28.779 | 29.947 | 30.808 |
| 2021 | 27.635 | 28.495 | 29.067 | 30.246 | 31.116 |

| Senior Support Worker | | | | | | |
|------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 24.214 | 24.928 | 25.697 | 26.455 | 27.256 | 28.067 |
| 2019 | 24.214 | 24.928 | 25.697 | 26.455 | 27.256 | 28.067 |
| 2020 | 24.396 | 25.115 | 25.890 | 26.653 | 27.460 | 28.278 |
| 2021 | 24.640 | 25.366 | 26.149 | 26.920 | 27.735 | 28.560 |

| Social Support Counsellor | | | | | | |
|----------------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 24.506 | 25.242 | 26.000 | 26.801 | 27.580 | 28.403 |
| 2019 | 24.506 | 25.242 | 26.000 | 26.801 | 27.580 | 28.403 |
| 2020 | 24.690 | 25.431 | 26.195 | 27.002 | 27.787 | 28.616 |
| 2021 | 24.937 | 25.686 | 26.457 | 27.272 | 28.065 | 28.902 |

| Support Advocate | | | | | | |
|-------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2019 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2020 | 21.418 | 22.051 | 22.705 | 23.381 | 24.079 | 24.810 |
| 2021 | 21.633 | 22.272 | 22.932 | 23.615 | 24.320 | 25.058 |

| Support Worker | | | | | | |
|-----------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2019 | 21.259 | 21.887 | 22.536 | 23.207 | 23.900 | 24.625 |
| 2020 | 21.418 | 22.051 | 22.705 | 23.381 | 24.079 | 24.810 |
| 2021 | 21.633 | 22.272 | 22.932 | 23.615 | 24.320 | 25.058 |

| Teacher Assistant | | | | | | |
|--------------------------|--------|--------|--------|--------|--------|--------|
| 2018 | 15.490 | 15.944 | 16.399 | 16.875 | 17.341 | 17.781 |
| 2019 | 15.490 | 15.944 | 16.399 | 16.875 | 17.341 | 17.781 |
| 2020 | 15.606 | 16.064 | 16.522 | 17.002 | 17.471 | 17.914 |
| 2021 | 15.762 | 16.224 | 16.687 | 17.172 | 17.646 | 18.094 |

| Team Lead | | | | | | |
|------------------|--------|---------|--------|--------|--------|--------|
| 2018 | 27.158 | 27.973 | 28.812 | 29.676 | 30.567 | 31.484 |
| 2019 | 27.158 | 27.973 | 28.812 | 29.676 | 30.567 | 31.484 |
| 2020 | 27.362 | 28.183 | 29.028 | 29.899 | 30.796 | 31.720 |
| 2021 | 27.635 | 28.4644 | 29.318 | 30.198 | 31.104 | 32.037 |

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| Abinotci Mino - Ayawin |
| Administrative Clerk |
| Community Wellness Worker (CWW) |
| Senior Counsellor |

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| Primary Care Clinic |
| Administrative Clerk |
| Community Health Worker (CHW) |
| Medical Clerk |
| Nurse (LPN) |
| Nurse (RN) |
| Receptionist |
| Social Support Counsellor (SSC) |

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| Headstart Program |
| Bus Driver / Classroom Assistant |
| Cook / Housekeeper |
| ECE Team Leader / Parent Support |
| Teacher Assistant (TA) |

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| INSIGHT Mentoring Program |
| Mentor |
| Senior Mentor / FASD Educator |

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| Indian Residential School Program (IRS) |
| Administrative Clerk |
| Resolution Health Support Worker (RHSW) |
| Senior Resolution Health Support Worker |

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| Mino - Pimatiziiwin Program |
| Senior Support Worker |
| Support Worker |

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| Ni - Apin Program |
| Activity Worker |
| Administrative Assistant |
| Cultural Resource Specialist |
| Intensive Community Support Advocate (ICSA) |
| Residential Resource Specialist |
| Team Lead |

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| Stepping Forward Program |
| Activity Worker |
| Life Skills Coach |

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| A Place to Call Home |
| Intensive Community Support Advocate (ICSA) |
| Peer Support Worker |
| Residential Resource Specialist |
| Residential Support Worker |
| Support Advocate |

