

Collective Agreement

- between -

CUPE / *Canadian Union
of Public Employees*

Local 2348-20

- and -



**MFL Occupational
Health and Safety Centre Inc.**

Term of Agreement:
April 1, 2020 to March 31, 2024

Table of Contents

ARTICLE 1	PREAMBLE	1
ARTICLE 2	MANAGEMENT RIGHTS	2
ARTICLE 3	RECOGNITION	3
ARTICLE 4	WORKPLACE BEHAVIOUR	4
ARTICLE 5	UNION MEMBERSHIP REQUIREMENT	5
ARTICLE 6	CHECKOFF OF UNION DUES	5
ARTICLE 7	JOB DESCRIPTIONS	6
ARTICLE 8	EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES	6
ARTICLE 9	CORRESPONDENCE	7
ARTICLE 10	HEALTH AND SAFETY COMMITTEE	7
ARTICLE 11	LABOUR MANAGEMENT BARGAINING RELATIONS	8
ARTICLE 12	RESOLUTIONS AND REPORTS OF THE EMPLOYER	9
ARTICLE 13	MEMBERSHIP ON BOARD	9
ARTICLE 14	GRIEVANCE PROCEDURE	9
ARTICLE 15	ARBITRATION PROCEDURE	11
ARTICLE 16	DISCIPLINE	12
ARTICLE 17	SENIORITY	13
ARTICLE 18	PROMOTIONS AND STAFF CHANGES	13
ARTICLE 19	LAYOFFS AND RECALL	14
ARTICLE 20	HOURS OF WORK	14
ARTICLE 21	OVERTIME	16
ARTICLE 22	HOLIDAYS	17
ARTICLE 23	VACATIONS	18
ARTICLE 24	SICK LEAVE	19
ARTICLE 25	LEAVES OF ABSENCE	19
ARTICLE 26	PAYMENT OF WAGES	26
ARTICLE 27	EMPLOYEE BENEFITS	27
ARTICLE 28	TERMINATION OF EMPLOYMENT	27
ARTICLE 29	TERM OF AGREEMENT	28
ARTICLE 30	GENERAL	29
ARTICLE 31	RETROACTIVITY	30
ARTICLE 32	RECOGNITION OF EXPERIENCE	30
ARTICLE 33	TECHNOLOGICAL CHANGE	30
ARTICLE 34	PRE-RETIREMENT LEAVE	33
ARTICLE 35	PRE-RETIREMENT COUNSELLING PROGRAM	33
ARTICLE 36	RETIREMENT HEALTH BENEFITS	34
	SCHEDULE "A" - WAGES	35
	LETTERS OF UNDERSTANDING:	
	RE: ARTICLE 1 - DEFINITIONS	39
	RE: SHARED ACCOMMODATIONS	40
	RE: WAGE INCREASES	41
	RE: DEFERRED SALARY LEAVE PLAN	42
	RE: PROGRAM COORDINATOR POSITION	43
	RE: CROSS-CULTURAL COMMUNITY DEVELOPMENT WORKER AND HEALTH EDUCATOR	44
	RE: PENSION AND BENEFITS REVIEW	45
	RE: WAGE ADJUSTMENT	46

This Agreement made this _____ day of _____, 2024.

between:

Canadian Union of Public Employees, Local 2348
(hereinafter called the “Union”)

- and -

MFL Occupational Health and Safety Centre Inc.
(hereinafter called the “Employer”)

ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both parties to this Agreement:

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.; and
- (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union.

1.02 It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 **Definitions**

An “employee” is a person employed by the Employer and covered by this Agreement.

A “full-time employee” is one who regularly and recurrently works forty (40) hours per week.

A “part-time employee” is one who regularly and recurrently works fewer than forty (40) hours per week, and is entitled to all benefits on a prorated basis on hours paid. Such benefits include vacation, income protection, casual and earned overtime, parenting leave, education leave and pension/benefits package (exception where the benefits carrier will not cover employees working less than twenty [20] hours a week or similar restrictions).

A “term employee” is one who is hired for a specified period of time, or until the completion of a specified job, or until the occurrence of a specified event, but in any event not to exceed twelve (12) months unless otherwise mutually agreed. No employee shall be terminated and re-employed for the purposes of extending the period of temporary employment.

A “grant employee” is one who works on a project funded through a provincial or federal government grant, or any other grant.

A “casual employee” is one who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage and is excluded from the bargaining unit.

A “volunteer” is a person working without monetary compensation in a recognized volunteer or training program or as otherwise mutually agreed by the parties.

“Paid hours” include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

1.04 The term “Union” shall mean the Canadian Union of Public Employees, Local 2348-20.

The term “Employer” shall mean the MFL Occupational Health **and Safety** Centre, Inc.

The term “parties” shall mean the Employer and the Union.

1.05 Grant employees are included in the bargaining unit with respect to all conditions. The Employer shall make every effort to ensure that granting agencies provide sufficient funding to **maintain position**.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 The Union recognizes the sole right of the Employer unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service; the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and layoff and discharge for just cause, the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

2.02 The Employer shall exercise its right to direct the working force fairly, reasonably and in good faith. This right shall not be used in a manner which would deprive present employees of their employment, except through just cause.

ARTICLE 3 – RECOGNITION

3.01 Bargaining Unit

The Employer recognizes CUPE and its Local 2348 as the sole and exclusive collective bargaining agent for all of its employees, covered by MLB Certificate MLB-3800 and/or listed in Schedule “A”.

3.02 No Other Agreements

No employee shall be required to make a written or verbal employment agreement with the Employer outside of this Collective Agreement.

3.03 This Agreement is fully applicable to all part-time and term employees on a pro rata basis based on actual hours paid.

3.04 Work of Bargaining Unit

- (a) Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit, except where it has been mutually agreed upon by both parties or in the case of training or emergency.
- (b) The Executive Director may, on occasion, perform the following duties normally classified as being within the bargaining unit:
 - (i) casework;
 - (ii) group work;
 - (iii) clerical duties including reception;
 - (iv) answering information requests;
 - (v) conducting educational sessions.

The foregoing shall not preclude additional duties as mutually agreed upon between the Executive Director and Shop Steward.

ARTICLE 4 – WORKPLACE BEHAVIOUR

4.01 It is agreed that there shall be no discrimination, interference, restriction, coercion or harassment exercised or practised with respect to any employee by reason of age, creed, race, colour, national origin, political or religious affiliation, gender, marital status, sexual orientation, mental or physical disability which does not render an employee incapable of performing assigned duties following reasonable accommodation by the Employer, nor by reason of membership or non-membership or activity in the Union.

4.02 No Abuse or Harassment of Staff

The Employer and the Union agree that no form of abuse or harassment against employees will be condoned in the workplace.

The parties agree that harassment shall be as defined in the *Human Rights Code of Manitoba* and further that abuse or harassment may be in the form of the application of force, threats, or severe verbal attacks of a personal or of a racial or of a sexual nature. Both parties recognize the right of all employees to work in an environment free of such abuse and will work together to recognize and resolve such problems as they arise.

Both parties are committed to complying with the Manitoba *Human Rights Code*, Part 10 of the Workplace Safety and Health Regulation M.R. 217/2006 **and organizational policies dealing with Harassment Prevention.**

- (a) Complaints and grievances under this Article shall be handled in strict confidence. In consultation with the Union, the Employer will appoint a person responsible for dealing with such complaints or grievances. The investigation and response will be handled with all possible confidentiality and dispatch.
- (b) The Employer shall consult with the Union prior to implementing any changes to the **Harassment Prevention** policy. To assist in minimizing both the frequency and impact of abuse directed towards staff, the Employer shall ensure that **policy** addresses:
 - (i) the prevention of abuse of staff, **including training on the policy itself;**
 - (ii) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
 - (iii) prompt, thorough follow-up to ensure that the needs of the abused employee are met (e.g., the provision of support and counselling); and

(iv) the incident is investigated and plans developed to lessen the likelihood of further abusive behaviour.

(c) The Workplace Safety and Health Committee may make recommendations to the Employer on the monitoring and developing of prevention strategies or procedures to reduce the risk of abuse of staff.

4.03 The Employer and the Union recognize that staff should work in a respectful environment. The Employer and the Union will work toward ensuring a respectful workplace.

The Employer shall consult with the Union prior to implementing any changes to the **Respectful Workplace** policy. The Employer agrees to provide training to all employees regarding the respectful workplace policy. **The Employer's Respectful Workplace policy shall include a commitment to conflict resolution training, a confidential reporting process, and fair consequences.** The Employer agrees to provide training to all employees regarding the respectful workplace policy.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall become members in good standing of the Union according to the Constitution and Bylaws of the Union. As a condition of employment, all new employees shall become members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 – CHECKOFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members.

6.02 Deductions shall be made from every payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the month following the month in which the dues were deducted, accompanied by a list of names, addresses and classifications of employees from whose wages the deductions were made.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

- 6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments.

ARTICLE 7 – JOB DESCRIPTIONS

- 7.01 The Union and the Employer will mutually agree on and post job descriptions, which shall be reviewed and revised annually or when necessary.
- 7.02 An employee directly affected by a change in job description shall be consulted vis-à-vis changes in the job description.
- 7.03 When the Employer establishes or proposes to establish a new position, the Union will be consulted in the development of the proposal for the position. When a position is established and funded, the parties shall commence negotiations for the inclusion of the position in the Collective Agreement.

ARTICLE 8 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

8.01 **New Employees**

The Employer agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues checkoff.

8.02 **Copies of Agreement**

On commencing employment, the employee's supervisor shall introduce the new employee to **their** Union Steward or representative. The Steward shall provide the new employee with a copy of the Collective Agreement. Cost for copies of the Agreement will be equally shared by the Employer and the Union.

8.03 **Orientation Opportunity**

A representative of the Union shall be given an **orientation** opportunity to interview each new employee within regular working hours, without loss of pay, during the first month of employment for the purposes of acquainting the new employee with the benefits and duties of Union membership and **their** responsibilities and obligations to the Union and Employer. This **orientation** shall be for a reasonable period of time.

ARTICLE 9 – CORRESPONDENCE

- 9.01 All **formal** correspondence **pertaining to the interpretation, application, or any part of this Agreement between the parties, shall be shared between the Employer and the CUPE 2348-20 Shop Steward.** A copy of any **formal** correspondence between the Employer, and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the **CUPE 2348-20 Shop Steward.** The Employer shall recognize only those representatives, stewards, and officials whose names were last forwarded in writing to the Employer.

ARTICLE 10 – HEALTH AND SAFETY COMMITTEE

- 10.01 A Health and Safety Committee shall be elected consisting of an equal number of representatives of labour and management. The labour members shall be two (2) members elected by the bargaining unit with substitute members allowed.
- 10.02 Any worker member of the Health and Safety Committee can stop the work of any part or whole of the operation of the Employer if **they have** reasonable grounds to believe and does believe that the particular work is dangerous to **their** safety or health, or the safety and health of another worker or any other person.
- 10.03 The Employer shall allow each worker member of the Health and Safety Committee to take educational leave for a period of two (2) working days to a maximum of sixteen (16) hours each year without loss of pay or other benefits for the purpose of attending workplace health and safety seminars, courses, etc.
- 10.04 Prior to the introduction of technological change, as defined in Article 33.01, the Health and Safety Committee shall do a health and safety hazard assessment of the impact of the proposed technological change.
- 10.05 The Employer shall make every effort where reasonably practical to ensure that any work station, and all work areas, at the Centre are designed in a manner which is ergonomically sound.
- 10.06 The Employer and the Union are committed to the establishment, promotion, maintenance and improvement of psychological health and safety in the workplace. The Employer agrees to develop and implement a Psychological Health and Safety Policy and Management System, consistent with the National Standard for Psychological Health and Safety in the Workplace, in conjunction with the Union. The Employer shall consult with the Union prior to implementing any changes to the policy. The Employer agrees to provide the needed resources to successfully implement the Psychological Health and Safety Policy and Management System.

10.07 Working Alone

The Employer and the Union recognize that staff should not work alone and will strive to provide a secure work environment. The Employer and the Union will work towards ensuring that work practices reduce the risk of violence or harm when working alone, working off-site, or traveling on Employer business.

The Employer agrees to develop and implement a policy in conjunction with the Union to deal with working alone. The Employer shall consult with the Union prior to implementing any changes to the policy. The Employer agrees to provide training to all employees regarding personal security measures.

10.08 Personal Protective Equipment

Where an employee's regular job requires site visits, the MFL Occupational Health and Safety Centre, Inc. will cover all reasonable costs for required personal protective equipment.

10.09 Emergency/Disaster

In any emergency or disaster (a sudden generally unexpected occurrence or set of circumstances that overwhelms the Employer's available resources and causes a major impact requiring immediate action) declared by the Executive Director, Board Chair, or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Union, and, to this end, participation of all employees is encouraged. Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be accounted in accordance with Article 21.

ARTICLE 11 – LABOUR MANAGEMENT BARGAINING RELATIONS**11.01** Consensual Bargaining

In the interest of maintaining and improving harmonious relations and settled conditions of employment between the Employer and the Union, both parties agree to work towards achieving a collective agreement through a cooperative and problem-solving manner.

11.02 Union Negotiating Committee

The Negotiating Committee shall be allowed to attend meetings with the Employer for the purpose of contract negotiations without loss of remuneration.

The Union will advise the Employer of the members of its Negotiating Committee.

11.03 Representation of CUPE

The Union shall have the right at any time to have the assistance of Representatives of the Canadian Union of Public Employees or any other Advisors when dealing or negotiating with the Employer. Such Representatives/ Advisors shall have access to the premises, when prior notice is given, in order to investigate and assist in the settlement of a grievance and/or to communicate with the members.

ARTICLE 12 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

12.01 Copies of Resolutions

Copies of all motions, resolutions, and bylaws or rules, regulations and minutes adopted by the Board of Directors, except confidential information related to CUPE Local 2348 or its members, shall be easily accessible to all employees.

ARTICLE 13 – MEMBERSHIP ON BOARD

13.01 The members of the Union who are employees of the MFL Occupational Health **and Safety Centre, Inc.** shall elect one of their number to serve on the Board of Directors.

13.02 Employee members of the Board of Directors of the MFL Occupational Health **and Safety Centre, Inc.** who are members of CUPE Local 2348 shall not take part in matters relating to collective bargaining at meetings of the Board and shall absent themselves from such discussions when they arise at meetings of the Board of Directors.

ARTICLE 14 – GRIEVANCE PROCEDURE

14.01 Election of Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the right of the Union to appoint officers, whose duties shall be to assist any employee which the Union represents in matters relating to the activities of the Union, including presentation of grievance.

14.02 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties while investigating disputes and presenting arguments as provided in this Article.

No steward shall leave the workplace during working hours, on Union business without obtaining the permission of the Executive Director.

14.03 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration, or alleged violation of the Collective Agreement.

14.04 Complaint

An employee who has a complaint may discuss it orally with **their** immediate supervisor or designate, either alone or, at the request of the employee, in the presence of a Union representative. In the event that the complaint is not settled in this manner, it may then become a grievance.

14.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

Step 1

Within twenty-one (21) days following the occurrence of the event giving rise to the grievance, the Union will submit the grievance on behalf of an individual or group to the Employer in the person of the Executive Director. The grievor may be accompanied by Union Representatives at any meetings with the Executive Director to process the grievance. The Executive Director shall render a decision within five (5) working days after the receipt of the grievance.

Step 2

Failing a satisfactory settlement being reached in Step 1, the Union may, upon receipt of the Executive Director's reply, refer the dispute to the Board of the MFL Occupational Health **and** Safety Centre, Inc. The Board will respond to the grievance at its next regular meeting, or within thirty (30) days whichever is earliest.

Step 3

Failing satisfactory settlement at Step 2, the parties may jointly apply to the Minister of Labour for the appointment of a grievance mediator.

ARTICLE 15 – ARBITRATION PROCEDURE

- 15.01 Within ten (10) calendar days after receiving the Board of Directors' reply at Step 2 or failing satisfactory settlement at Step 3, if utilized, the Union may refer the dispute to arbitration by giving notice to the other party in writing.
- 15.02 Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 15.03 The two (2) named members of the Arbitration Board shall, within ten (10) calendar days name a third (3rd) member of the Board who shall be the Chairperson.
- 15.04 In the event of a failure to agree upon a third (3rd) person, the Manitoba Labour Board shall be requested to appoint a third member.
- 15.05 The Arbitration Board or the sole arbitrator shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 15.06 The Arbitration Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the differences or allegations and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 15.07 The decision of the majority or the sole arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chair shall be the decision of the Board. The decision of the Board of Arbitration or the sole arbitrator shall be final and binding and enforceable on all parties and may not be changed.
- 15.08 Disagreement on Decision
- Within five (5) calendar days following the receipt of the award, should the parties disagree as to the meaning of the decision of the Board or the sole arbitrator, either party may apply to the Chair of the Board of Arbitration or to the

sole arbitrator to reconvene. Within five (5) calendar days the Board of Arbitration shall reconvene to clarify the decision.

15.09 Expenses of the Board

Each party shall pay the fees and expenses of the arbitrator it appoints and one-half (½) the fees and expenses of the Chair or of the sole arbitrator.

15.10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

15.11 The time limits in arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 16 – DISCIPLINE

16.01 An employee may be disciplined, discharged or suspended for just cause by the Executive Director or **their** designate.

16.02 The Employer agrees that before any disciplinary action can be taken, including dismissal the following shall occur:

- (a) The employee so affected will be given the opportunity to make representation at the hearing on **their** own behalf or with the assistance of a Representative of the Union if **they** so desire.
- (b) All files, records and documents concerning said disciplinary action or dismissal shall be made available to the Union on request.
- (c) The Union shall be advised in writing within a reasonable period of time of the decision of the Employer as well as any disciplinary action resulting from the hearing.
- (d) In any case of disciplinary action, the employee concerned or the Union on **their** behalf shall have the right to submit said disciplinary action to the grievance and arbitration procedure.

16.03 Where disciplinary action other than an oral reprimand has been taken, a written report shall be shown to the employee outlining the circumstances and action and the employee shall be required to sign an acknowledgement that such a report has been shown the employee. The employee shall have the right to respond in writing and that response shall become part of the permanent record.

- 16.04 An employee shall have the right at any time to have access to **their** personnel file and shall have the right to respond in writing to any documents contained therein. Such a response shall become part of the permanent record.

ARTICLE 17 – SENIORITY

17.01 Seniority Defined

Seniority is defined as the total accumulated regular hours paid in the bargaining unit.

17.02 Seniority List

The Employer shall maintain a seniority list showing the total accumulated paid hours for each employee. An up-to-date seniority list shall be sent to the Union on request.

17.03 Probation of Newly Hired Employees

Newly hired employees, **including part-time employees** shall be on probation for **three (3) months** from the date of hiring. **For employees with less than a 0.6 complement, the Employer has the right to extend the probation one time for a maximum of three (3) additional months.** During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, **except with respect to discharge.** The employment of such employees may be **terminated at any time during the probationary period.** After completion of the probationary period, seniority shall be effective from the original date of hiring.

ARTICLE 18 – PROMOTIONS AND STAFF CHANGES

18.01 Job Postings

When a vacancy occurs or a new position is created, either inside or outside of the bargaining unit, the Employer shall immediately post notice of the position in the Employer's office, staff room and on bulletin boards for a minimum of one (1) week, so that all members will know about the new vacancy or new position.

18.02 Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, wages or salary rate or range.

18.03 Promotions and Transfers

In making staff changes, transfers or promotions, appointment shall be made of the applicant who possesses the ability, skill and qualifications in accordance with Article 18.02. Where such qualifications are relatively equal, appointment shall be made of the applicant with the greatest seniority.

ARTICLE 19 – LAYOFFS AND RECALL

19.01 A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

19.02 Prior to any layoff(s) involving permanent employees, the Employer shall notify the Union of any pending layoff(s) and shall meet with the Union as far in advance as possible to discuss and investigate other reasonable alternatives, subject to operational requirements.

19.03 Notice in Case of Layoff

Employees to be laid off shall be given a minimum of two (2) pay periods' notice or pay in lieu of notice not given.

19.04 Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.

19.05 New employees shall not be hired until those laid off have been given the opportunity of recall.

ARTICLE 20 – HOURS OF WORK

20.01 The regular work period of employees shall consist of an eight (8) hour work day, forty (40) hours weekly including meal periods and including rest periods.

20.02 Employees shall be entitled to one (1) uninterrupted hour meal period daily, and two (2) fifteen (15) minute rest periods daily. These periods may be taken consecutively, **subject to operational requirements.**

20.03 Flex Time Guidelines

A modified work schedule (flex time) may be implemented by mutual agreement between the employee and Executive Director as per the following guidelines:

- (a) the staff member's revised schedule caused no disruptions to work and was not unreasonable in its demands on the Centre;

- (b) the same position as that which is requesting the flex time will be available on a regular basis;
- (c) the time that would be extended would be either before 9:00 or after 5:00;
- (d) attempts will be made to have coverage so that the Administrative Assistant can take advantage of this policy.

20.04

(a) Right to Adjust Hours of Work

Employees have the right to request shorter hours of work. This request shall not be unreasonably denied. Employees are not required to provide a reason for their request and the quality of their job must not be affected. Pay and benefits will be adjusted on a prorated basis to reflect the change in hours worked. Employees who have requested shorter hours have the right to return to their original hours of work on their request, **incumbent upon a time-limited, reduced hours of work plan being agreed upon by the employee and Employer. Employees who have requested shorter hours of work on an indefinite basis may return to their original hours of work, subject to operational ability and requirements.**

(b) Right of Hours

In the event of a position vacancy or new funding the Employer will, where capacity and organizational need exist, consult with part-time staff and, if they express interest, make every effort to increase their hours.

(c) Remote Work Arrangement

The Employer and Union understand that remote work may be voluntary, advisable, or required due to personal, social, political, environmental, or health and safety circumstances. Any move to remote work will be conducted with full consultation and negotiation with affected workers and the Union. Any employee has the right to request to work remotely. This will be decided on a case-by-case basis, but the decision-making process will be fair and transparent.

Except in unusual and extraordinary circumstances, participation in a remote work arrangement is voluntary; no employee will be required to work remotely. Salary and benefits will not be affected by participating in a remote work arrangement. Hours of work will be established by mutual agreement and will be consistent with other articles within the Collective Agreement.

The Employer will ensure that the necessary conditions, processes, and supports are in place for employees to remotely work and will collaborate with employees to ensure adequate, appropriate equipment is provided. The Employer is not responsible for operating costs at the employee's home such as rent, utilities and insurance.

Participation in the remote work program may be cancelled by either the Employer or employee with at least two (2) weeks' notice.

ARTICLE 21 – OVERTIME

- 21.01 All time worked beyond the normal biweekly period as defined in Article 20, shall be considered as earned overtime subject to the following:
- (a) the activities involved are specified in the employee's job description;
 - (b) the overtime worked is recorded, including a description of the activities involved;
 - (c) the following activities fall under earned overtime:
 - (i) speaking engagements;
 - (ii) catch-up work on weekends, evenings or early morning;
 - (iii) reading for work-related purposes such as professional OH journals or newsletters or other items related to occupational health; not included would be time spent reading general professional association journals or newsletters such as that which one needs to keep up their more general professional status: for example, Canadian Nurse;
 - (iv) out-of-town site visits or field work which might include meetings at night or weekends and would include the actual time in transit (car, plane, train) to and from these meetings;
 - (v) evening and weekend meetings, teaching and facilitating courses and workshops on behalf of the Employer;
 - (vi) see Article 25.11 (c).
- 21.02 Earned overtime shall be compensated by granting time and one-half (1½ x):
- (a) up to a maximum of six (6) working days per year without the Employer's preauthorization;

- (b) in addition, up to a maximum of five (5) working days per year where the Employer requires and authorizes the overtime.

Such time off shall be taken at a time mutually agreed between the Executive Director and the employee, but must be taken by July 31st immediately following the fiscal year in which it was accrued.

Other than the grace period noted above overtime cannot be carried over from year to year, but will be paid out.

Twice a year the Employer will provide each employee with a tally of all overtime accrued and number of days needed to be taken off. This tally will be provided by November 30th and again by February 28th.

Once reported and calculated at time and one-half (1½) time, overtime hours will be used prior to vacation.

- 21.03 Employees have the right to refuse overtime except for instances where employees have previously agreed to work and there are resulting scheduled commitments.

ARTICLE 22 – HOLIDAYS

- 22.01 (a) Paid Holidays [The Centre will be closed.]

New Year’s Day	Labour Day
Louis Riel Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
Terry Fox Day	

and any other day proclaimed as a holiday by the Federal or Provincial governments **applicable to provincial employees.**

- 22.02 Part-time employees shall receive equivalent time off for any of the holidays as listed in 22.01 (a) that fall on their scheduled days off, **at a time mutually agreed upon between the employee and Employer.** Such time must be taken within two (2) weeks of the holiday.

ARTICLE 23 – VACATIONS

23.01 Employees shall earn vacation **at the following rate, based on their anniversary date as follows:**

- (a) First year of employment - One and one-quarter ($1\frac{1}{4}$) days per month (fifteen [15] days per year).
- (b) Second, third, fourth years of employment - One and two-thirds ($1\frac{2}{3}$) days per month (twenty [20] days per year).
- (c) Fifth, sixth and seventh year of employment - Two and one-twelfth ($2\frac{1}{12}$) days per month (twenty-five [25] days per year).
- (d) Eighth and subsequent years of employment - Two and one-half ($2\frac{1}{2}$) days per month (thirty [30] days per year).

23.02 Part-time employees are entitled to a prorated amount of the above.

23.03 With the approval of the Employer, vacation leave may be carried forward to the next vacation period but in no case will a vacation carry-over be allowed for more than two (2) consecutive years, any other further carry-over must be approved by the Executive Director. Twice a year the Employer will provide each employee with a tally of all vacation **expiring at the end of the fiscal year** and number of days needed to be taken off. This tally will be provided by **April 30th** and again by **November 30th**.

Should an employee be unable to take all earned vacation at the end of the two (2) years, they shall be paid out.

23.04 If a paid holiday falls or is observed during an employee's vacation period, an additional paid vacation day shall be allowed.

23.05 **The Employer shall establish vacation schedules based on the operational requirements of the Clinic and the preferred period of vacation for each employee. The following shall apply:**

- (a) **Employees shall indicate their vacation preferences to the Employer for the upcoming vacation year no later than March 15.**
- (b) **Where conflicts arise between employees as to the taking of vacation, all reasonable methods of resolving the dispute shall be undertaken. If no resolution is found, seniority shall govern if the employee has provided their vacation preference by March 15, in accordance with Article 23.03.**

- (c) **If requests for vacation are made after March 15, preference will be given to employees who have requested the vacation time first.**
- (d) **Employee vacation requests shall not be unreasonably denied.**

ARTICLE 24 – SICK LEAVE

24.01 Amount of Paid Income Protection

Income protection shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed. Part-time employees shall earn a pro rata amount of income protection credits based on hours paid.

24.02 Illness in the Family

An employee shall be entitled to use accumulated income protection credits for the purpose of providing for the needs during illness of a member of the employee's immediate family.

24.03 **Long Term Disability (LTD), Workers Compensation Board (WCB) and Manitoba Public Insurance (MPI) Benefits**

An employee must apply for LTD benefits prior to the expiry of the one hundred and twenty (120) day waiting period.

An employee must apply for Workers' Compensation and MPI benefits and collect these benefits to the extent possible unless collecting the benefit would disentitle them from Employment Insurance maternity/parental benefits.

ARTICLE 25 – LEAVES OF ABSENCE

25.01 Union Functions

Upon two (2) weeks' written notice to the Employer, one (1) employee elected or appointed to represent the Union at conventions, committees or seminars shall be allowed leave of absence without pay. Union leave for a period greater than two (2) weeks shall be subject to operational requirements of the Centre.

25.02 Full-time Public Duties

The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request the Employer shall allow leave of absence without pay, but without loss of seniority, so that the employee may be a candidate in Federal, Provincial or Municipal elections.

An employee who is elected to public office shall be allowed leave of absence without loss of seniority during **their** term of office.

25.03 Full-time Union Duties

An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and Employer.

25.04 Bereavement

An employee shall be granted at least five (5) days' leave without loss of pay or benefits in the case of death of anyone for whom the employee feels they have bereavement responsibilities.

25.05 Jury Duty

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay **and without loss of seniority**, and remit to the Employer any payment received except reimbursement of expenses.

25.06 Maternity/Parental Leave

An employee may apply for maternity leave and/or parental leave, in accordance with Plan A or Plan B, but not both. **Employees will continue to accrue seniority for the duration of their maternity/parental leave.**

Plan A

- (a) The Employer shall grant an employee a period of up to seventeen (17) weeks maternity leave and/or **sixty-three (63)** weeks parental leave. An employee must submit a written request at least four (4) weeks before the intended date of the commencement of the leave indicating the length of time requested.

In the case of adoption leave, an employee may commence such leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (b) Leave under Plan A shall be considered as leave of absence without pay.
- (c) An employee may choose to receive up to ten (10) days' payment of normal weekly salary from accumulated sick leave credits to apply against the E.I. waiting period.

Income protection that may be utilized for this purpose is limited to days earned in excess of nine (9) days during the employee's first year of employment and days earned in excess of twelve (12) days per year of employment thereafter.

Plan B

- (a) The Employer shall grant an employee a period of up to seventeen (17) weeks of maternity and/or **sixty-three (63)** weeks of parental leave. An employee must submit a written request at least four (4) weeks before the intended date of the commencement of the leave, indicating the length of time requested.

In the case of adoption leave, an employee may commence such leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.

- (b) This plan will be effective on the date a Supplementary Employment Benefit Plan (SUB) is approved for implementation by Human Resources **and Social** Development Canada (HRSDC) and limited to such leaves commencing on or after that date.
- (c) In order to qualify for leave with allowance, an employee must provide the Employer with proof that **they have** applied for Employment Insurance benefits and that HRSDC has agreed that the employee is eligible for such benefits.
- (d) An employee applying for this leave with allowance must sign an agreement with the Employer providing that:
- (i) **they** will return to and remain in the employ of the Employer for at least a period of time equal to the period during which **they** received leave with allowance;
 - (ii) **they** will return to work on the date of the expiry of the leave unless this date is modified by mutual consent; and
 - (iii) should **they** fail to return to work as provided under (i) and (ii) above, **the employee** shall reimburse the Employer for the allowance received from the Employer.
- (e) Under the conditions set out above, all employees who qualify for Employment Insurance benefits shall be entitled to the following allowances:

- (i) 95% of basic rate of pay for the **duration of the waiting period for EI benefits** followed by;
 - (ii) payments equivalent to the difference between 95% of the basic rate of pay, and Employment Insurance benefits for a maximum of seventeen (17) additional weeks;
 - (iii) the Employer is liable for the supplementary allowance only for that period of time as outlined in (ii). All other time as may be granted shall be on a leave without pay basis.
- (f) If requested by the employee, additional unpaid leave of absence up to twenty-six (26) weeks may be granted at the discretion of the Employer.

If such leave is granted, **the employee will continue to accrue seniority. The employee may request that** the additional time be paid from the employee's annual vacation entitlement.

25.07 Procedure on Return from Maternity/Parental Leave

When an employee decides to return to work after maternity and/or parental leave, **they** shall provide the Employer with at least four (4) weeks' notice. On return from such leave the employee shall be placed in **their** former position, or an equivalent position.

25.08 Benefits during Maternity/Parental Leave

The employee shall have the right, **themselves**, to continue all payments of benefits as per Section 27.

25.09 Parental Leave

Where long-term parental leave is not taken as per the above articles, five (5) days of parental leave with pay will be granted to each employee at the time of birth or adoption of **their** child (children). This leave may be taken on any five (5) days during the two (2) calendar weeks following the child's/children's date of birth or arrival in the home. The Employer may grant an additional period of parenting leave without pay on the request of the employee.

25.10 General Leave

An employee may, subject to the approval of the Employer, be granted leave of absence without pay and without loss of seniority when such leave is requested for good and sufficient cause. Such request shall be in writing. On return from leave the employee shall be placed in **their** former position, or an equivalent position.

25.11

Education Leave

- (a) Education leave is time taken by staff, which will improve professional capability.

The following types of leave are considered to fall under the classification of education leave:

- (i) conferences;
 - (ii) workshops;
 - (iii) course or classes;
 - (iv) studying and taking examinations for professional certification/ registration, etc.;
 - (v) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
 - (vi) other situations as mutually agreed between the staff member and Executive Director.
- (b) The Employer shall choose one (1) conference per year which it deems to be beneficial to the work of the Centre. At least one (1) employee will be selected, on a fair and equitable basis, to attend at the Employer's expense. Other selection criteria may include: the employee's desire to attend and relevance of the conference to the employee's work.
- (c) In the event that an employee does not wish to attend a conference or course designated by the Employer, the employee must declare this, prior to the event and in writing, to the Executive Director. If it is then determined that the employee shall attend the conference or course, any time spent in transit or in attendance at the conference, beyond normal agency working hours, shall be considered overtime and shall not be deducted from the employee's yearly education leave.
- (d) Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for education leave. The amount will be determined yearly and shall not be less than three hundred and fifty dollars (\$350) per person in **their** first year of service. There will be an additional one hundred dollars (\$100) per person for each subsequent year of service to a maximum aggregate of nine hundred and fifty dollars (\$950) per person per year.

- (e) In cases where an employee uses education leave to attend an out of Winnipeg but in Province conference/workshop, the Employer will pay all reasonable costs for travel and accommodation plus a per diem of fifty-five dollars (\$55) for each day out of town. Out of province - fifty-five dollars (\$55) per day. In U.S. parity with out of province rate in U.S. currency (fifty-five dollars [\$55]).
- (f) Educational leave will be accumulated at the rate of .83 days per month, commencing on employment but will not accrue beyond a total of ten (10) days. An employee shall be allowed to carry over any unused portion for up to two (2) years. This clause is designed to allow an employee to take a maximum of twenty (20) days, provided the employee has accrued that number of days.
- (g) An employee wishing educational leave in excess of that accumulated as above, may submit a request for a general leave as per 25.10.
- (h) Requests for educational leave shall be presented in writing to the Executive Director, who shall make the final decision based on capacity and needs of the Employer.

25.12

Conference Leave

- (a) In cases where the Employer requests an employee to attend an out of Winnipeg but in Province conference/workshop as an Employer representative, the Employer will pay all reasonable costs for travel and accommodation plus a per diem of fifty-five dollars (\$55) for each day out of town. Out of province - fifty-five dollars (\$55)/day. In U.S. parity with out of province rate in U.S. currency (\$55 U.S.).
- (b) The Employer shall choose one (1) conference per year which it deems to be beneficial to the work of the Centre. At least one (1) employee will be selected, on a fair and equitable basis, to attend at the Employer's expense.

25.13

Reimbursement of Personal Time for Conferences/Workshops

When an educational session occurs on a person's regular day off, accrued educational leave may be used pursuant to the Collective Agreement, to take workdays off equivalent to the number of regular days off used for the educational session. This leave shall be taken within two (2) weeks as operational demands allow. For example, if the educational session occurs Friday, Saturday and Sunday, the person may take two (2) regular days off within two (2) weeks of the educational session in compensation for the Saturday and Sunday not normally worked.

25.14 Compassionate Care Family Leave

Employees shall be granted a leave of up to eight (8) weeks to care for a seriously ill family member as defined in the *Employment Standards Code*. During the leave the employee will continue to accumulate all benefits and seniority under this Collective Agreement. The Employer will continue to contribute to the employees' pension plan on request and the benefits package shall continue as described in Article 27.02. If the employee chooses to make contributions for the period of the leave to the pension or benefits plan, the Employer will pay the Employer's contributions for the same period. On return from leave, employees will be placed in their former position.

During the Employment Insurance (EI) waiting period, the Employer will provide payment equal to 95% of the actual weekly rate for the employee's classification, which the employee was receiving on the last day worked, prior to the commencement of the leave. The Employer will also provide for six (6) weeks difference between the payments received from EI and ninety-five percent (95%) of the actual weekly rate of pay for the employee's classification which the employee was receiving on the last day worked, prior to the commencement of the leave.

The employee may request an extension to the leave, in writing, should circumstances warrant. Approval of an extension shall not be unreasonably denied. During an extended leave the employee shall continue to accrue all benefits and seniority.

25.15 The Employer recognizes that employees sometimes face situations of violence or abuse in their personal lives that may affect their attendance or performance at work. For that reason, the Employer agrees that an employee who is in an abusive or violent situation will not be subject to discipline if the absence or performance issue can be linked to the abusive or violent situation.

An employee dealing with violence or abuse in their personal life will be granted up to ten (10) days of paid leave per year which may be used consecutively or when needed throughout the year. Employees are also entitled to up to seventeen (17) additional weeks without pay which shall be taken in one (1) continuous period.

An Employer must maintain confidentiality in respect to all matters related to an employee's leave under this clause. The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or is required by law, or with the consent of the concerned employee.

The parties understand domestic violence can affect all workers in a workplace and will work together to ensure all workers safety should such a disclosure occur. The parties agree to meet to discuss safety planning at the workplace for the individual and for the staff as a whole. The parties agree a support or resource person may be present at such meetings. All information will be treated as confidential and shall only be shared as agreed.

25.16 Pandemic/Isolation Leave

- (a) In the event that a pandemic or any other event closes any building or operation within the Centre, the affected employees shall be moved to a work location that remains in operation, work remotely, or shall receive full wages, benefits, and seniority until such time that they are allowed to return to work.**
- (b) In the event of a pandemic or any other event where an employee is required to self-isolate, the employee may work remotely or may be placed on paid leave.**
- (c) The Employer shall consider reasonable accommodations during this time, prioritizing the physical and psychological health of employees.**

25.17 Cultural Leave

An employee participating in any religious or cultural events/ceremonies shall be granted a one (1) day leave with full pay and benefits and without loss of seniority.

ARTICLE 26 – PAYMENT OF WAGES

26.01 Pay periods shall be every two (2) weeks. Pay days shall be every second Thursday. A deduction sheet shall be included with each paycheque. Employees shall be paid in accordance with the attached schedule. The Employer shall provide payment to employees through direct deposit to their personal bank accounts.

26.02 Anniversary Date

The anniversary date for increments will be the actual date of employment.

26.03 The parties agree, in principle, that employees should receive equal pay based on equal value and will consider measures to achieve this principle.

ARTICLE 27 – EMPLOYEE BENEFITS

27.01 A Joint Employer/Employee Benefits Committee will be established to review pension and benefit plans **on an ad-hoc basis as required**. The Committee may make recommendations for improvements to the plans provided that such recommendations will not result in additional costs to the Employer.

27.02 It is agreed that the Employer shall continue to provide a Pension Plan, the cost of which shall be shared on a 50/50 basis between the Employer and the employees.

Pension contributions from Employer and employee will increase from four percent (4%) and four percent (4%) to six percent (6%) and six percent (6%) over the period of this agreement. This increase will be implemented in the following stages:

- One percent (1%) increase to be effective August 1, 2010;
- Point five percent (.5%) increase effective April 1, 2011;
- Point five percent (.5%) increase effective April 1, 2012.

It is further agreed that the Employer shall provide a fully paid benefits package which shall include:

- Dental Plan;
- Extended health benefits plan including employee and dependent life and accidental death and dismemberment;
- Long Term Disability Plan.

27.03 The Employer shall pay the cost of a parking pass at the Union Centre for all employees.

The Employer will provide a subsidy of one hundred percent (100%) for a monthly bus pass instead of parking for employees eligible for a parking pass who choose to use public transit instead of a personal vehicle.

27.04 If an employee, while on an unpaid leave of absence, is willing to pay the premium for benefits to the MFL Occupational Health **and Safety** Centre, Inc., the MFL Occupational Health **and Safety** Centre, Inc. will remit those premiums to the carrier. This will ultimately be governed by the guidelines of the policy.

ARTICLE 28 – TERMINATION OF EMPLOYMENT

28.01 Employment may be terminated voluntarily by an employee subject to two (2) weeks' notice.

- 28.02 Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.
- 28.03 Where lesser or no notice is given by the employee, the Employer reserves the right to withhold monies equal to wages otherwise payable during the period where notice was not given.
- 28.04 Employment may be terminated with lesser notice or without notice:
- (a) by mutual agreement between the Employer and the employee; or
 - (b) during the probationary period of a new employee without recourse to the grievance procedure; or
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 28.05 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 29 - TERM OF AGREEMENT

- 29.01 This Agreement shall be in full force and effect from the first day of April, 2020 to the thirty-first day of March, 2024.
- 29.02 Should the parties fail to conclude a new contract prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached.
- 29.03 The Employer agrees to give the Union at least one (1) week's written notice as to the date of intended lockout.
- 29.04 The Union agrees to give the Employer at least one (1) week's written notice as to the date of any intended strike.
- 29.05 This contract will remain in force if there is a change in ownership of the Corporation.
- 29.06 Should either party desire to propose changes to this Agreement they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) days and not less than thirty (30) days prior to the date of termination. Within thirty (30) days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.

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

ARTICLE 30 – GENERAL

30.01 Bulletin Boards

There shall be at least one (1) designated board with full access to be used by the Union. The Union has the right to place notices of interest to its members on said bulletin board. All material to be posted shall be submitted to the Employer prior to posting.

30.02 Employee Performance Review

The Executive Director shall review the performance of each employee at least annually. This review will consist of an assessment of the performance of the employee with respect to **their** ability to carry out **their** job, as described, to the standards of performance outlined by the Employer. The written evaluation shall be reviewed with, signed and dated by the Executive Director and the employee. The employee may, if **they** desire, add any written disagreement of **their** own to the evaluation, prior to signing it. These should be clearly identified as the employee's own comments and shall form a part of **their** permanent record.

30.03 Expenses

- (a) All reasonably accounted for expenses incurred by the employee in the course of employment, plus be reimbursed for the costs of using a personal vehicle when travelling on the Employer's business. The Employer will reimburse employees the greater of a five dollar (\$5.00) daily rate or the prevailing mileage rates set by the Province of Manitoba.
- (b) In cases where an employee travels for OHSC business, the Employer will pay all reasonable costs for travel and accommodation plus a per diem of fifty-five dollars (\$55.00) for each day out of town. Out-of-province - fifty-five dollars (\$55.00) per day. In U.S., parity with out-of-province rate in U.S. currency (fifty-five dollars [\$55.00]). At no time will pyramiding be allowed.
- (c) In cases where an employee must travel greater than 700 km for Occupational Health and Safety Centre business and the employee chooses to travel by air, the Employer shall pay the full cost of air transportation.

ARTICLE 31 – RETROACTIVITY

All wages and benefits shall be retroactive to April 1, 2020.

ARTICLE 32 – RECOGNITION OF EXPERIENCE

The minimum starting salary for employees will be determined by experience related to the position applied for according to the following table:

<u>Experience</u>	<u>Placement</u>
Less than one (1) year	Starting
Greater than or equal to one (1) year but less than two (2) years	One (1) year rate
Greater than or equal to two (2) years but less than three (3) years	Two (2) year rate
Greater than or equal to three (3) years but less than four (4) years	Three (3) year rate

ARTICLE 33 – TECHNOLOGICAL CHANGE33.01 Definition

In this Article “technological change” means any change in:

- (a) the introduction of equipment, material or processes different in nature, type or quantity from that previously utilized;
- (b) in work methods, organization, operations or processes affecting one or more employees;
- (c) in the location at which the work, undertaking or business operates;
- (d) in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

33.02 Advance Notice

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union as far as possible in advance of **their** intentions and to update the information provided as new developments arise and modifications are made.

- (b) The foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty (120) days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

33.03 Data to be Provided

The notice mentioned in Article 33.02 shall be given in writing and shall contain pertinent data, including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on employees' working conditions and terms of employment;
- (e) all other pertinent data relating to the anticipated effects on employees.

33.04 Consultation

Technological change shall be introduced only after the Union and the Employer have reached agreement regarding the measures to protect the employees from any adverse effects.

33.05 Arbitration

If the Employer and the Union fail to agree upon such measures, the matter shall be referred to the Grievance and Arbitration Procedure, as set out in Articles 14 and 15, for the purpose of determining such matters. The technological change shall not be introduced by the Employer until such determination is made.

33.06 No regular employee with more than one (1) year's service shall be dismissed or have **their** regular hours reduced by the Employer solely because of a technological change.

33.07 Income Protection

An employee whose job is changed or who is displaced from **their** job solely by virtue of technological change will suffer no reduction in normal earnings.

33.08 Transfer Arrangements

An employee who is rendered redundant or displaced from **their** job as a result of technological change or other change shall be given an opportunity to fill any vacancy for which **they have** seniority and which **they are** able to perform. If there is no vacancy, **they** shall have the right to displace employees with less seniority, provided **they are** able to perform the job.

33.09 Training Benefits

Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a period of time during which they may perfect or acquire the skills necessitated by the new method of operation. This arrangement shall be in place as long as it can be shown that the employee is progressing towards the stated goal. There shall be no reduction in wage or salary rates during the training period of any such employee and no reduction in pay upon being reclassified in the new position.

33.10 Training Period

The training provided for in this Article shall be given during the hours of work whenever possible.

33.11 No New Employees

No additional employees shall be hired by the Employer until employees affected by the change, or employees on layoff, have been notified of the proposed technological or other change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

33.12 New Classifications

All new classifications or positions created as a result of technological change or current job classifications which are changed as a result of technological change shall be automatically included in the bargaining unit unless the Union and the Employer mutually agree to exclude them.

If the parties are unable to agree on the classification and/or rate of pay for the job in question the issue shall be referred to grievance/arbitration.

33.13 No Individual Work Measurement

It is recognized that volume measurement may be necessary to obtain an objective evaluation of the level of production of a group, a section or an office. However, there shall be no individual work measurement.

ARTICLE 34 – PRE-RETIREMENT LEAVE

For the purpose of defining of pre-retirement the following, as extracted from the pension plan, will apply:

34.01 (a) Normal Retirement Date

The normal retirement date is the first day of the month on or after the member's 65th birthday.

(b) Pre-retirement (Early Retirement) Date

A member may elect a pre-retirement (early retirement) date up to ten (10) years before the normal retirement date or earlier if the member is totally and permanently disabled as certified by a medical doctor licensed to practice in a province or the place where the member resides.

For purposes of this subsection, a member is totally and permanently disabled if the member suffers from a physical or mental impairment that prevents the member from engaging in any employment for which the member is reasonably suited by virtue of the member's education, training or experience and that can reasonably be expected to last for the remainder of the member's lifetime.

34.02 (a) Full-time employees who retire, or full-time employees who terminate employment at any time due to permanent disability, shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment.

(b) Part-time employees who retire, or part-time employees who terminate employment at any time due to permanent disability, shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment on a pro rata basis.

ARTICLE 35 – PRE-RETIREMENT COUNSELLING PROGRAM

35.01 Recognizing the necessity of an employee planning for retirement in order to cope with the many social, psychological, and economic pressures and tensions of leaving the labour force, the Employer agrees to inaugurate, in consultation and cooperation with the Union, a pre-retirement counselling program.

ARTICLE 36 – RETIREMENT HEALTH BENEFITS

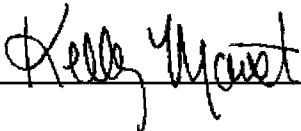
36.01 The Employer will also provide information regarding the availability and cost of maintaining a health benefits plan to retirees, for their consideration.

IN WITNESS WHEREOF, the parties have duly executed this Agreement, signed

this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



SCHEDULE "A"**MFL Occupational Health and Safety Centre, Inc.****WAGES**

		Annual	Start	1	2	3	4	5	6	7	20 yr
Occ. Health Nurse			79,066.59	82,093.12	85,560.93	88,928.00	92,601.34	96,198.12	99,948.03		101,946.91
April 2016	2.0%	2016/17	80,646.35	83,735.34	87,273.68	90,705.23	94,453.13	98,122.44	101,946.91		103,984.08
October 2016	1.0%	2016/17	81,454.36	84,573.58	88,146.18	91,611.98	95,396.15	99,103.75	102,966.50		105,025.83
April 2017	1.25%	2017/18	82,471.94	85,631.46	89,248.38	92,756.50	96,589.03	100,342.97	104,254.09		106,339.61
April 2018	1.25%	2018/19	83,506.62	86,701.42	90,364.69	93,915.12	97,796.01	101,596.30	105,557.79		107,669.51
April 2019	1.4%	2019/20	84,672.32	87,914.45	91,630.11	95,230.92	99,164.20	103,018.89	107,034.79		109,176.73
April 2020	0.5%	2020/21	85,095.47	88,353.72	92,087.52	95,706.46	99,659.89	103,534.76	107,570.78		109,722.80
April 2021	1.2%	2021/22	86,117.07	89,413.61	93,191.74	96,855.01	100,856.80	104,777.99	108,862.39		111,038.59
April 2022	2.00%	2022/23	87,839.41	91,201.88	95,055.57	98,792.11	102,873.93	106,873.54	111,039.64		113,259.36
April 2023	2.00%	2023/24	89,596.20	93,025.92	96,956.68	100,767.95	104,931.41	109,011.02	113,260.43		115,524.55

Health Educator			52,075.75	54,427.39	56,879.85	59,503.24	62,194.59	64,918.81	67,452.35	68,066.01	
(Cross Cultural	2.0%	2016/17	53,117.27	55,515.93	58,017.44	60,693.31	63,438.48	66,217.19	68,801.40	69,427.33	
Comm. Develop	2.0%	2017/18	54,179.61	56,626.25	59,177.79	61,907.17	64,707.25	67,541.53	70,177.43	70,815.88	
Worker)	1.25%	2018/19	54,856.86	57,334.08	59,917.51	62,681.01	65,516.09	68,385.80	71,054.65	71,701.08	
	1.4%	2019/20	55,624.85	58,136.76	60,756.36	63,558.54	66,433.32	69,343.20	72,049.41	72,704.89	
	0.5%	2020/21	55,902.98	58,427.44	61,060.14	63,876.34	66,765.48	69,689.92	72,409.66	73,068.42	
	1.2%	2021/22	56,573.81	59,128.57	61,792.86	64,642.85	67,566.67	70,526.20	73,278.58	73,945.24	
	2.0%	2022/23	57,705.29	60,311.14	63,028.72	65,935.71	68,918.00	71,936.72	74,744.15	75,424.14	
	3.0%	2023/24	59,436.45	62,120.47	64,919.58	67,913.78	70,985.54	74,094.82	76,986.47	77,686.87	
October 1, 2023	3.0%	2023/24	61,219.54	63,984.09	66,867.17	69,951.19	73,115.11	76,317.67	79,296.07	80,017.47	

		Annual	Start	1	2	3	4	5	6	7	20 yr
Program Coordinator											
	2.0%	2016/17									
	2.0%	2017/18	56,887.74	59,457.58	62,138.44	65,003.12	67,942.42	70,918.12	73,686.34	74,357.92	75,842.78
	1.25%	2018/19							74,607.42	75,287.39	76,790.81
	1.4%	2019/20							75,651.92	76,341.42	77,865.89
	0.5%	2020/21							76,030.18	76,723.12	78,255.22
	1.2%	2021/22							76,942.54	77,643.80	79,194.28
	2.0%	2022/23							78,481.39	79,196.68	80,778.16
	3.0%	2023/24							80,835.83	81,572.58	83,201.51
October 1, 2023	3.0%	2023/24							83,260.91	84,019.76	85,697.55

Librarian			51,962.08	53,711.62	55,594.36	57,571.85	59,626.29	61,958.99	64,158.50		
	2.0%	2016/17	53,001.32	54,785.85	56,706.25	58,723.28	60,818.81	63,198.17	65,441.67		
	1.25%	2017/18	53,663.84	55,470.67	57,415.08	59,457.32	61,579.05	63,988.15	66,259.69		
	1.25%	2018/19	54,334.63	56,164.06	58,132.77	60,200.54	62,348.78	64,788.00	67,087.94		
	1.4%	2019/20	55,095.32	56,950.35	58,946.63	61,043.35	63,221.67	65,695.03	68,027.17		
	0.5%	2020/21	55,370.80	57,235.11	59,241.36	61,348.56	63,537.77	66,023.51	68,367.30		
	1.2%	2021/22	56,035.25	57,921.93	59,952.25	62,084.74	64,300.23	66,815.79	69,187.71		
	2.0%	2022/23	57,155.95	59,080.36	61,151.30	63,326.44	65,586.23	68,152.10	70,571.47		
	2.0%	2023/24	58,299.07	60,261.97	62,374.33	64,592.97	66,897.96	69,515.15	71,982.90		

Finance Admin.			56,512.29	58,683.57	61,192.47	63,518.07	66,185.52	68,700.56	71,311.19		72,737.42
	2.0%	2016/17	57,642.53	59,857.24	62,416.32	64,788.43	67,509.23	70,074.57	72,737.42		74,192.17
	1.25%	2017/18	58,363.06	60,605.46	63,196.52	65,598.29	68,353.10	70,950.50	73,646.64		75,119.57
	1.25%	2018/19	59,092.60	61,363.02	63,986.48	66,418.26	69,207.51	71,837.38	74,567.22		76,058.57
	1.4%	2019/20	59,919.90	62,222.11	64,882.29	67,348.12	70,176.41	72,843.11	75,611.16		77,123.39

		Annual	Start	1	2	3	4	5	6	7	20 yr
	0.5%	2020/21	60,219.50	62,533.22	65,206.70	67,684.86	70,527.30	73,207.32	75,989.22		77,509.00
	1.2%	2021/22	60,942.13	63,283.62	65,989.18	68,497.08	71,373.62	74,085.81	76,901.09		78,439.11
	2.0%	2022/23	62,160.97	64,549.29	67,308.97	69,867.02	72,801.10	75,567.53	78,439.11		80,007.89
	2.0%	2023/24	63,404.19	65,840.27	68,655.15	71,264.36	74,257.12	77,078.88	80,007.89		81,608.05

Admin Relief			36,240.09	37,988.93	39,836.47	41,769.02	43,797.19	45,934.68			
	2.0%	2016/17	36,964.89	38,748.71	40,633.20	42,604.40	44,673.13	46,853.38			
	1.25%	2017/18	37,426.95	39,233.07	41,141.12	43,136.96	45,231.54	47,439.05			
	1.25%	2018/19	37,894.79	39,723.48	41,655.38	43,676.17	45,796.94	48,032.04			
	1.4%	2019/20	38,425.32	40,279.61	42,238.55	44,287.63	46,438.10	48,704.48			
	0.5%	2020/21	38,617.44	40,481.01	42,449.75	44,509.07	46,670.29	48,948.01			
	1.2%	2021/22	39,080.85	40,966.78	42,959.14	45,043.18	47,230.33	49,535.38			
	2.0%	2022/23	39,862.47	41,786.12	43,818.33	45,944.04	48,174.94	50,526.09			
	2.0%	2023/24	40,659.72	42,621.84	44,694.69	46,862.92	49,138.43	51,536.61			

Occ. Hygienist			64,083.79	66,496.80	69,039.11	71,691.00	74,430.56	77,244.64	80,277.88	83,328.65	
(Occupational Health	2%	2016/17	65,365.46	67,826.73	70,419.89	73,124.82	75,919.17	78,789.53	81,883.44	84,995.23	
Specialist)	2.00%	2017/18	66,672.77	69,183.27	71,828.29	74,587.32	77,437.56	80,365.32	83,521.11	86,695.13	
	1.25%	2018/19	67,506.18	70,048.06	72,726.14	75,519.66	78,405.53	81,369.89	84,565.12	87,778.82	
	1.4%	2019/20	68,451.27	71,028.73	73,744.31	76,576.94	79,503.21	82,509.06	85,749.04	89,007.72	
	0.5%	2020/21	68,793.52	71,383.88	74,113.03	76,959.82	79,900.72	82,921.61	86,177.78	89,452.76	
	1.2%	2021/22	69,619.04	72,240.48	75,002.39	77,883.34	80,859.53	83,916.67	87,211.91	90,526.19	
	2.0%	2022/23	71,011.43	73,685.29	76,502.44	79,441.01	82,476.72	85,595.00	88,956.15	92,336.72	
	3.0%	2023/24	73,141.77	75,895.85	78,797.51	81,824.24	84,951.02	88,162.85	91,624.84	95,106.82	
October 1, 2023	3.0%	2023/24	75,336.02	78,172.73	81,161.43	84,278.96	87,499.55	90,807.74	94,373.58	97,960.02	

		Annual	Start	1	2	3	4	5	6	7	20 yr
Ergonomist			69,508.46	72,212.57	74,992.21	78,002.48	81,242.02	84,685.21	88,359.01		20 yr
	2%	2016/17	70,898.63	73,656.82	76,492.05	79,562.53	82,866.86	86,378.91	90,126.19		
	2%	2017/18	72,316.60	75,129.96	78,021.90	81,153.78	84,524.20	88,106.49	91,928.71		
	1.25%	2018/19	73,220.56	76,069.08	78,997.17	82,168.20	85,580.75	89,207.82	93,077.82		
	1.4%	2019/20	74,245.65	77,134.05	80,103.13	83,318.56	86,778.88	90,456.73	94,380.91		
	0.5%	2020/21	74,616.87	77,519.72	80,503.65	83,735.15	87,212.78	90,909.01	94,852.81		
	1.2%	2021/22	75,512.28	78,449.96	81,469.69	84,739.97	88,259.33	91,999.92	95,991.05		
	2.0%	2022/23	77,022.52	80,018.96	83,099.09	86,434.77	90,024.52	93,839.92	97,910.87		
	3.0%	2023/24	79,333.20	82,419.53	85,592.06	89,027.81	92,725.25	96,655.12	100,848.19		
October 1, 2023	3.0%	2023/24	81,713.19	84,892.11	88,159.82	91,698.65	95,507.01	99,554.77	103,873.64		

LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: ARTICLE 1 - DEFINITIONS

The parties agree that, without diminishing the content of Article 2, the MFL Occupational Health and Safety Centre, Inc. will endeavor, when hiring employees, to ensure the hours of work for part-time employees will exceed the twenty (20) hour threshold for benefit purposes.

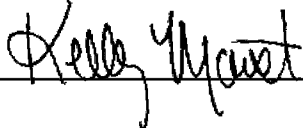
Further, the parties agree to continue the practice of providing full health benefits for part-time staff pursuant to the insurance policy criteria.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: SHARED ACCOMMODATIONS

The MFL Occupational Health and Safety Centre, Inc. will not require employees to share accommodations. Both parties understand that single accommodations may reduce the number of employees that the MFL Occupational Health and Safety Centre, Inc. may send to any given event.

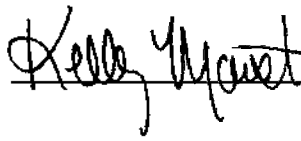
This in no way diminishes the OHSC rights under Article 2.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: WAGE INCREASES

The parties agree that, in the event that funding levels are increased in a manner that mandates wage increases that exceed those outlined in the Terms of Settlement, affected employees shall automatically receive said increases.

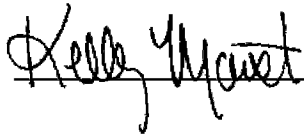
The parties further recognize that funding levels may increase in a manner that does not require but does allow for increases to salary levels above the levels noted. Should this occur, the parties agree to meet to discuss an equitable manner of implementing said increases.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: DEFERRED SALARY LEAVE PLAN

Employees who have successfully completed their probationary period shall be entitled to participate in a Deferred Salary Leave Plan.

This Plan allows for employees to defer a portion of their salary to fund a leave of absence from the MFL OHSC. The leave of absence shall not be less than three (3) months and not more than twelve (12) months.

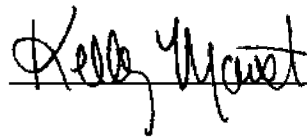
The terms and conditions of the Plan as contained in the document titled "Salary Deferral Leave Plan CUPE Employees" dated September 2000, are hereby incorporated by reference into this Collective Agreement and shall be made available to employees upon their request to either the Union or the Employer.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: PROGRAM COORDINATOR POSITION

The parties agree that:

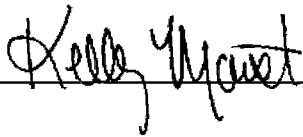
- 1. The position of Program Coordinator is within the scope of the Bargaining Unit.**
- 2. The position of Program Coordinator is currently funded at a 0.5 F.T.E.**
- 3. MFL Occupational Health and Safety Centre Inc. has currently allocated funds to augment the position to a 0.8 F.T.E.**
- 4. The Centre will attempt to secure additional funding to maintain this position at one F.T.E. on a permanent basis.**

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

**RE: CROSS-CULTURAL COMMUNITY DEVELOPMENT WORKER
AND HEALTH EDUCATOR**

The parties agree that:

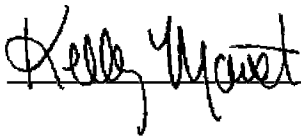
- 1. The position of Cross-Cultural Community Development Worker and Health Educator are within the scope of the Bargaining Unit.**
- 2. The position of Cross-Cultural Community Development Worker/Counsellor is currently funded at a 1.0 F.T.E.**
- 3. The position of Health Educator is currently funded at a 1.0 F.T.E.**
- 4. The Centre will attempt to secure additional funding to maintain these positions at one F.T.E., on a permanent basis.**

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: PENSION AND BENEFITS REVIEW

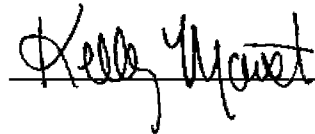
In accordance with Article 27.01, the Parties agree to re-establish the Joint Benefits Committee and meet to research and review potential pension and benefit plans for consideration, within six (6) months of the signing of the Collective Agreement.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 2348

- and -

MFL Occupational Health and Safety Centre Inc.

RE: WAGE ADJUSTMENT

For the continued maintenance of wage standardization, and to ensure the salary scales of OHSC staff in Nursing and Professional/Technical classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same/similar classifications represented by MNU and MAHCP, application of current and future wage adjustment will be as follows:

- 1. Classifications listed herein shall have wages adjusted in accordance with the rates (percentage increases equalized to annual hours of work) and effective dates as established within the MNU and MAHCP central table collective agreements. This may not include special wage adjustments, premiums, bonuses, or benefits OHSC is not funded for.**
- 2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.**
- 3. Affected classifications:**

MNU:

- Occupational Health Nurse**

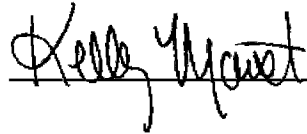
MAHCP:

- Health Educator (including Cross-Cultural Community Development Worker)**
- Program Coordinator**
- Occupational Hygienist (including Ergonomist)**

Signed this _____ day of _____, 2024.

**ON BEHALF OF THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**ON BEHALF OF THE EMPLOYER:
MFL OCCUPATIONAL HEALTH
AND SAFETY CENTRE, INC.**



KM/wkp/pnf/jca/cope491
July 4, 2024