

COLLECTIVE AGREEMENT

- between -

BRANDON CLINIC MEDICAL CORPORATION

-and-

**MANITOBA ASSOCIATION OF
HEALTH CARE PROFESSIONALS**

For the period August 1, 2010 to March 31, 2014

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PREAMBLE

WHEREAS the ASSOCIATION is the certified bargaining agent for certain specified employees of the EMPLOYER; AND

WHEREAS the ASSOCIATION and the EMPLOYER desire to promote the morale and well-being of those employees; AND to ensure the continued availability of adequate health care services; AND

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

THEREFORE, in consideration of the premises and covenants herein contained, the ASSOCIATION and the EMPLOYER AGREE with each other AS FOLLOWS:

ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT

- 101 The EMPLOYER recognizes the ASSOCIATION as the sole bargaining agent for employees in the bargaining unit defined in Manitoba Labour Board Certificate MLB-6161 or subsequent amendments thereto.
- 102 If the EMPLOYER and the ASSOCIATION disagree as to whether a person is an employee within the terms of the Labour Relations Act and appropriate for inclusion in this Agreement, then either or both of them may refer the matter to the Manitoba Labour Board for a ruling.
- 103 If the Manitoba Labour Board rules that such a person is an employee within the term of the Labour Relations Act and appropriate for inclusion in this Agreement, then the EMPLOYER and the ASSOCIATION agree to meet forthwith to negotiate the classification and salary range for that employee, for inclusion in this Agreement. If the EMPLOYER and the ASSOCIATION are unable to reach an agreement on the classification and/or salary range, then either or both of them may refer the matter for Arbitration as provided for in Article 18.
- 104 No employee shall be required or permitted to make a written or verbal agreement with the Employer, or his or her representative, which may conflict with the terms of this Collective Agreement.

ARTICLE 2: DEFINITIONS

- 201 Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth:
- 202 Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable.
- 203 R.T. - means Registered Technologist (certified by and currently registered with the **C.S.M.L.S.**)
- 204 R.T.R. - means Registered Technologist Radiography (certified and currently registered with the C.A.M.R.T.).
- 205 R.C.T. - means Registered Cardiology Technologist certified by and currently registered with the C.S.C.T.(Canadian Society of Cardiology Technologists).
- 206 Laboratory Technologist - means a graduate of an approved school of Medical Laboratory Technology and/or an individual who has attained certification and is currently registered with the **C.S.M.L.S. (Canadian Society of Medical Laboratory Science)**.
- 207 Radiology Technologist - means a graduate of an approved School of Radiology Technology and/or an individual who has attained certification and is currently registered with the C.A.M.R.T. (Canadian Association of Medical Radiation Technologists).
- 208 Cardiology Technologist - means a graduate of approved training who is certified and currently registered with the M.A.C.T.(Manitoba Association of Cardiology Technologists).
- 209 Approved Training - means training as approved by the C.S.M.L.S., C.A.M.R.T., C.S.C.T. or other authorized parent society.
- 210 Basic Rate, Salary or Pay - shall mean the amount indicated in the schedule or contained in Schedule A.
- 211 Employee - means a person employed by the employer in a position which is included in the bargaining unit.
- 212 Full-Time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 701. A full time employee is covered by all provisions of the agreement, unless otherwise specified.

- 213 Part-Time Employee - means an employee who regularly works less than the hours of work as set out in Article 701, on a scheduled and recurring basis.
- 214 Casual Employee - means an employee who is called to work occasionally on unscheduled day-to-day basis to replace or supplement regular staff.
- 215 Employer means the Brandon Clinic.
- 216 Probationary Employee - Is one who has not completed three (3) months of continuous full-time or part-time employment. Until such time as an employee has completed her probationary period, she may be subject to discharge for unsatisfactory work performance without recourse to the grievance procedure. In the event that an employee is to be discharged during the probationary period, written notice shall be served to the employee and the Association. The probationary period for any given employee may be extended after consultation with the Association.
- 217 Term Employment - means an employee engaged for a specified 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 twelve (12) months unless mutually agreed between the Association and the Employer.
- 218 Calendar Year – The Calendar year shall be defined as the period of time between January 1st and December 31st.

ARTICLE 3: CLASSIFICATIONS

- 301 The Employer reserves the right to assign duties and responsibilities, and to alter job descriptions, but is required to negotiate the value of any material change in job content during the term of this Agreement. Job descriptions shall form Appendix A of this Agreement.
- 302 General Duty Technologist - a Technologist who is a working level technologist and who may be required to carry out peer/trainee functional instruction.
- 303 Senior Technologist (Assistant Supervisor) - A Technologist who in addition to duties of General Duty Technologist :
- 1) has been delegated supervisory duties for the daily work of assigned staff; and/or
 - 2) has been delegated the responsibility for ordering of supplies; and/or
 - 3) has the major on-going responsibility for quality control and quality assurance.

304 **Medical Laboratory Assistant (MLA)** – A person who has taken a medical laboratory assistant course.

ARTICLE 4: MANAGEMENT RIGHTS

401 Except to the extent expressly abridged by the specific provisions of this agreement, the Clinic reserves and retains all of its inherent rights to manage the affairs of the Clinic and make and alter from time to time rules and regulations to be observed by the employees, which rules and regulations shall not be inconsistent with the provisions of this agreement.

402 The Employer agrees to exercise its management rights and administer the terms of this Agreement in a consistent, equitable, and non-discriminatory manner, including reasonable measures for just cause in matters of discipline, suspension, or discharge.

403 The Employer agrees to discuss in advance with the Association all matters which significantly affect the security of employment or working conditions of the members of the bargaining unit.

ARTICLE 5: SALARIES

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

502 In implementing this agreement each employee shall be placed not lower than the same increment level and in the same classification she enjoyed under the previous agreement.

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

504 Employees shall be paid on a bi-weekly basis. Each employee shall be provided with an itemized statement of their wages, overtime, other supplementary pay and allowances, and any deductions made each pay period.

505 Increments as specified in salary schedule Appendix "A" shall be granted annually on the anniversary date of the employee's employment, or as altered by the terms of this agreement, the latter of which shall take precedence.

506 A graduate of an approved school of Medical Technology and/or an individual who has not attained or maintained her R.T., R.T.R., or R.C.T., may, at the discretion of the employer, be paid thirty-five (35) dollars less per month than the approved Technologist rate as set out in Schedule "A" attached hereto.

However, for a new graduate, upon attaining her R.T., R.T.R., or R.C.T., the thirty-five (35) dollars per month will be retroactive to the beginning of the pay period immediately following the date of certification and in the event of re-registration, the \$35.00 per month will be retroactive to the beginning of the pay period immediately following the date of re-registration.

507 The salary of a newly hired employee will be determined by experience:

- (a) on an equivalent full-time basis, and
- (b) related to the position applied for and held, and
- (c) in accordance with the following table:

<u>Length of Experience</u>	<u>Starting Rate</u>
Less than 1 year	Start
1 year in previous 3 years	1 Year
2 years in previous 4 years	2 Year
3 years in previous 5 years	3 Year
4 years in previous 5 years	4 Year
5 years in previous 5 years	5 Year

"Related to the position" shall mean experience in the professional discipline of the posting.

A Technologist employed at a classification above a General Duty Technologist shall be granted a starting salary that is not less than one (1) increment above the salary she would receive if employed as a General Duty Technologist.

508 Salaries shall be quoted in terms of gross hourly rates. Gross bi-weekly and monthly rates shall be provided for informational purposes only.

ARTICLE 6: SENIORITY, PROMOTIONS AND TRANSFERS

601 Subject to the provisions of Clauses 602, 603, and 604, seniority shall be defined as the total accumulated regular and overtime hours paid from the last date upon which an employee last entered the bargaining unit. Seniority accumulated prior to this Agreement shall be accepted. Seniority shall be used as one of the factors in the cases of promotion, vacancy selection, layoff and recall.

602 The seniority of an employee will be retained and will accrue if:

- (a) she is on any period of paid leave of absence;
- (b) she is on any period of Employer paid income protection;

- (c) she is on approved educational leave of absence up to two (2) years;
- (d) she is on any Group Insurance Benefit for a period up to two (2) years.
- (e) she is on any period of unpaid leave of absence of four (4) weeks or less;
- (f) she is laid off for eighteen (18) weeks or less.
- (g) she is on a maternity leave of up to twelve (12) months.
- (h) she is on adoption leave of up to six (6) months.

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

- (a) she is on any unpaid leave of absence in excess of four (4) weeks;
- (b) she is on any Group Insurance Benefit for a period greater than two (2) years.
- (c) she is on an educational leave of absence in excess of two (2) years;
- (d) she is laid off for more than eighteen (18) weeks and not more than three (3) years.

604 The seniority of an employee will terminate if:

- (a) she resigns;
- (b) she is discharged and not reinstated under the grievance procedure;
- (c) she is laid off for more than three (3) years.

605 Promotion means a change of employment to a higher classification within the scope of this Agreement.

606 The Employer agrees that all vacancies in new or existing classifications within the scope of this Agreement will be posted on the Departmental or Association bulletin boards for not less than five (5) working days. The notice will set out: classification, title (if applicable), rates of pay, and anticipated starting and quitting times. A copy of the posting shall be sent to the Association Office. Job descriptions shall be available to applicants on request.

607 Employees shall be given preferential consideration for the filling of vacant positions on the basis of seniority providing they have the necessary qualifications; skill; and abilities.

608 All promotions and voluntary transfers are subject to a three (3) month trial period, which may be extended up to an additional three (3) months at the Employer's discretion.

During the trial period, if the employee proves to be unsatisfactory in the new position or if she wishes to revert voluntarily, she shall be returned to her former classification without loss of seniority.

- 609 An employee, other than a temporary employee, who accepts a temporary position will be returned to her former position at the completion of the temporary position if reasonably possible. An employee not returned to her former position shall be returned to her former occupational classification and employment status.
- 610 Employees will be advised of their employment status at the time of their commencement of employment and at the time of any subsequent change.

ARTICLE 7: HOURS OF WORK AND SHIFT SCHEDULES

- 701 **Regular hours of work will be:**
- a) **seven and a half (7 1/2) consecutive hours per day, between 8:00 a.m. to 5:30 p.m., Monday to Friday.**
 - b) **an average of seventy-five (75) hours per bi-weekly period.**
- 702 Regular hours of work shall be deemed to:
- a) Include a rest period of fifteen (15) minutes to be scheduled by the Employer during each continuous three (3) hour period of duty.
 - b) Exclude a meal period of at least thirty (30) minutes **and no more than sixty (60) minutes** to be scheduled by the Employer during each working day.
- 703 Shift schedules governing a period of two (2) weeks or more shall be posted not less than one month before the first day of the schedule.
- 704 Employees desiring to exchange shifts shall jointly apply to do so, in writing, as far in advance as possible.
- 705 Any exchange of shifts requested by employees and approved by the Employer shall not result in overtime costs to the Employer.
- 706 The Employer may, upon receiving the agreement of a majority of affected employees, such agreement to be obtained at a meeting of such employees, called for that specific purpose, change the normal work day, normal shift of work, normal work week or normal rotation of shift in accordance only with the terms of such agreement, provided a properly designated representative of the Association shall have the opportunity to appear at any meeting as aforesaid and shall be given the opportunity to express her opinions in regard to any proposals of the Employer.

707 Hours of work for employees hired after August 1, 1989 shall be determined by the Employer and posted in accordance with the Collective Agreement.

ARTICLE 8: OVERTIME

801 Overtime shall mean any authorized time worked in excess of regular hours established under Article 7.

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

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

804 Overtime rates shall be one and one-half (1/2) times the basic rate.

805 If mutually agreed upon, an employee may be granted paid time off equivalent to and in lieu of the overtime payment to which she would otherwise be entitled.

806 An employee performing overtime for a period in excess of two (2) hours shall be granted **seven dollars (\$7.00) [seven dollars and fifty cents (\$7.50) effective April 1, 2012]** for a meal and a further **seven dollars (\$7.00) [seven dollars and fifty cents (\$7.50) effective April 1, 2012]** for each subsequent four (4) hour overtime period.

807 For purposes of determining overtime entitlement, all paid leave shall be considered as hours worked.

808 No employee shall be required to work overtime against her wishes when other employees who are capable and qualified to perform the duties are willing and available to perform the required work.

ARTICLE 9: STANDBY (ON CALL)

901 In the event that the Employer finds it necessary to introduce standby and call back procedures, the Employer agrees to negotiate fair terms and conditions with the Association at least sixty (60) days prior to initiation.

ARTICLE 10: ANNUAL VACATIONS

1001 Annual vacations shall be earned during the period between the first (1) day of July and the thirtieth (30) day of June.

1002 The whole of the calendar year shall be available for the taking of vacations.

- 1003 Employees who have completed appropriate service requirements (seniority) as of June 30th shall be granted annual vacation as follows:
- a) Ten (10) working days per year commencing in **the** first (1st) year of employment (1.0 days per month), maximum ten (10) days.
 - b) Fifteen (15) working days per year commencing in **the** second (2nd) year of employment (1.25 days per month)
 - c) Twenty (20) working days per year commencing in **the** sixth (6th) year of employment (1.67 days per month)
 - d) Twenty-five (25) working days per year commencing in **the fourteenth (14th)** year of employment (2.08 days per month).
 - e) Thirty (30) working days per year commencing in the **twenty-third (23rd)** year of employment (**2.5 days per month**).
 - f) For transition year, see Schedule B.
- 1004 Any employee who has not completed one (1) year's continuous employment as at the thirtieth (30th) day of June of any year shall be given a pro-rata schedule.
- 1005 The Employer shall post vacation entitlement not later than April 1st, each year, and allow employees to express their preferences before May 1st.
- 1006 The Employer will post an approved vacation schedule not later than May 30th, having considered departmental operating requirements, and the seniority, circumstances, and preferences of each employee.
- 1007 Approved vacations will not be re-scheduled except on application by the employee, and insofar as such change does not affect departmental operations or disrupt any other employee's scheduled vacation.
- 1008 Annual vacation will not be reduced as a result of a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less.
- 1009 Terminal vacation pay shall be calculated in accordance with 1003 and shall be based on the employee's rate of pay on the date of termination.
- 1010 If a Statutory Holiday occurs during an employee's vacation, the employee shall have the opportunity to take an additional day of paid vacation.
- 1011 An employee may, upon giving at least fourteen (14) notice prior to the pay day immediately preceding her vacation, receive on that pay day any pay cheque(s) which may become due during the period of vacation.

ARTICLE 11: INCOME PROTECTION

- 1101 An employee who is absent due to illness or injury shall be paid her regular basic salary to the extent that she has accumulated income protection credits.

- 1102 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 1103 An employee who will be absent due to illness or injury must make every effort to inform her supervisor prior to her scheduled shift.
- 1104 Full time employees shall accumulate income protection credits at the rate of one (1) day per month to a maximum accumulation of thirty (30) days, then at the rate of one and one-quarter (1/4) days per month for a further maximum accumulation of thirty (30) days, then at the rate of one and one-half (1/2) days per month for a further maximum accumulation of thirty (30) days. The maximum accumulation of income protection credits accumulated at all of the above rates shall total ninety (90) days.
- 1105 If an employee who is entitled to sick leave is hospitalized or would be unable to work if not on vacation (verified by a physician) during his vacation period, he may have the said days recorded as sick leave and have the equivalent number of days of vacation rescheduled at a future date - such date to be mutually agreed upon -and be rescheduled as soon as possible following the employee's return to work.
- 1106 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause after an absence of less than three days.
- 1107 An employee may apply to utilize up to five (5) days of income protection per calendar year, January 1st to December 31st, due to illness of parent, child or spouse.
- 1108 Once a year, upon request, the Employer will provide the Association and the employee with a statement of accumulated income protection credits.
- 1109 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall, upon providing an acceptable medical certificate attesting to his inability to perform the normal duties of the job, be granted an unpaid leave of absence for a period of one month per year of service up to a maximum of nine (9) months. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.

If the employee is unable to resume his normal duties at the expiry of this leave of absence, his employment may, at the discretion of the Employer be considered

terminated. An employee so terminated who applies for re-employment with the Employer immediately upon recovery from his illness, be given preference over new applications in hiring, subject to his providing an acceptable medical certificate.

- 1110 Income protection shall continue to accrue during a paid leave of absence or an unpaid leave of absence of four (4) weeks or less.

ARTICLE 12: BEREAVEMENT/COMPASSIONATE LEAVE

- 1201 a) **Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, child, parent, sibling, fiancée, or live in partner.**
- b) **Bereavement leave of up to three (3) working days without loss of pay shall be granted in the event of the death of a grandparent, grandparent-in-law, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.**
- 1202 Additional compassionate leave with or without pay may be granted in other unusual circumstances or in the event of the death of an individual known to the employee but not named above.
- 1203 Compassionate leave may be extended by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral at the discretion of the Clinic.
- 1204 An employee who is or will be absent on compassionate leave shall notify her supervisor at the earliest possible opportunity.
- 1205 Necessary time of up to one (1) day at basic pay shall be granted an employee to attend a funeral as pallbearer or mourner.

ARTICLE 13: GENERAL HOLIDAYS

- 1301 a) A paid day of rest shall be granted to every full-time employee on or for each of the following general holidays:

New Year's Day (Jan. 1)	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Boxing Day
Christmas Day (Dec. 25)	August Civic Holiday
Louis Riel Day	

and any other holiday declared by the Federal and Provincial Government Authority.

b) In addition to the foregoing general holidays named in 1301 a), each employee shall be granted an additional holiday, in lieu of Easter Monday, as a Floater Holiday. The Floater Holiday shall be scheduled at a time mutually agreed upon between the Clinic and the Employee. If the holiday is not taken by the last day of December in any given year, or if arrangements have not been made to carry the holiday over, then the Clinic agrees to provide the employee with one day's basic pay in lieu of time off.

1302 A General Holiday which occurs while an employee is receiving income protection benefits will be paid as a Holiday, and not deducted from accumulated credits.

ARTICLE 14: RELIEF DUTIES/RESPONSIBILITY PAY

1401 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 (5) percent higher than the regular basic salary to which she would otherwise be entitled.

1402 Temporary relief duty shall not exceed six (6) consecutive weeks. However, such temporary relief duty may be extended by mutual agreement between the Employer and the Association. Any anticipated vacancy in excess of six (6) weeks or in excess of the mutually agreed upon time, shall be posted as a temporary position.

ARTICLE 15: LEAVE OF ABSENCE

1501 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits and may be allowed at the discretion of the Employer, but such requests shall not be unreasonably denied.

1502 Except under extenuating circumstances, overstaying of a leave of absence without authorization will be deemed to constitute voluntary resignation.

1503 An employee who:

- a) has completed six (6) months of employment with the Clinic, and
- b) who submits a written application for leave at least four (4) weeks before the date specified by her as the date she intends to commence such leave, and

- c) who provides the Clinic with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery, shall be granted maternity leave consisting of:
 - i. seventeen (17) weeks if delivery occurs on or before date specified in b) above; or
 - ii. seventeen (17) weeks plus the additional period if delivery occurs after date specified in b) above.

1504 An employee with six (6) months continuous employment with the Clinic who:

- a) in the case of a female employee becomes the natural mother of a child,
- b) in the case of a male employee becomes the natural father of a child, or assumes actual care and custody of his new-born child, or
- c) adopts a child under the law of a province, and
- d) who submits a written application for leave shall be granted parental leave of up to thirty-seven (37) weeks duration.

1505 Parenting Leave - An employee shall be entitled to one (1) day's leave of absence, with pay, within seven (7) days of the birth or adoption of the child.

1506 Where an employee intends to take parental leave in addition to maternity leave, the employee must commence parental leave immediately on expiry of the maternity leave.

- 1507
- a) An employee may apply to extend the total time of her maternity leave, inclusive of parental leave for a maximum of twelve (12) months in total.
 - b) An employee who adopts a child may apply to extend the leave up to six (6) months.

1508 Court Duty - An employee required to serve as a juror or witness in any court of law (including the Labour Board) shall receive leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received, only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expense for such duty.

1509 Education Leave: The Employer shall pay fifty percent (50%) of the costs of tuition and texts for courses approved by the employer and successfully completed by the employee. Requests for such support must be made three (3) months in advance of any such course or such lesser time only if the course information is not available at that time but in any event prior to the employee's attendance at the course. Approval of any such course shall be solely at the employer's discretion. If the employee's application for approval is denied, the employee shall be given the reason in writing.

- 1510 If the Employer requires attendance at any meeting, conference, workshop, seminar, course, or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- 1511 An employee shall be entitled to necessary time off to attend Citizenship Court to become a Canadian citizen.
- 1512 Upon written request, the Employer shall allow leave of absence up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election. An employee who is elected to public office shall have her seniority retained, but not accrued from the date of the election.
- 1513 An employee on any leave of absence shall have the right to return to her former position.
- 1514 An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade his or her employment qualifications. If the applicant passes the examinations, he or she shall be reimbursed for all wages lost.

ARTICLE 16: ASSOCIATION SECURITY

- 1601 The Association agrees to provide the Employer with a current list of officers and authorized representatives from time to time.
- 1602 The Employer agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.
- 1603 The Clinic will remit dues deducted to the Association on a monthly basis.
- 1604 The Association shall notify the Employer 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, and not more than twice in any calendar year.
- 1605 Such amounts shall be forwarded to the Association within fifteen (15) days after the end of the month in which they are deducted, along with a list of employees from whom they have been deducted, including details of all changes from the preceding month's listing.
- 1606 The Employer shall record on the statement of earnings (T-4) of each employee the amount of dues deducted from her pay and remitted to the Association.
- 1607 Association Notices - The Employer agrees to provide one bulletin board in each work area where members of the bargaining unit are regularly employed for use

by the Association. The Association agrees to comply with any reasonable request by the Employer to remove posted material on the grounds that it is damaging to the Employer.

1608 A copy of this Agreement shall be provided by the Employer to each employee. The cost of printing this Agreement shall be shared equally by the Employer and the Association.

1609 Up to two representatives of the Association shall suffer no loss of earnings during such times that they are involved in negotiating a new Collective Agreement with the Employer, or involved with official grievances or arbitration proceedings, or Labour Board hearings involving the Employer.

1610 An employee who is elected to an executive position in the Association shall be granted necessary leave of absence with pay to conduct Association business away from the Facility where department operating requirements permit. The Association will reimburse the Employer for direct salary and benefit costs incurred during such absence.

1611 Once annually, the Employer is to provide the Association with a seniority list within thirty (30) days of the request, including the following information about employees in bargaining unit: name, classification, salary rate, date of employment and employee status (i.e. F.T., P.T. or Casual).

The Association will have forty-five (45) days in which to bring any alleged errors to the attention of the Employer. The Employer will correct any errors so found.

1612 The Employer shall allow a representative of the Association access to an employee at their workplace for the purposes of communicating matters relating to labour relations, negotiations, grievances and labour board hearings. The Association will inform the Clinic Manager or his designate of the visit prior to the occurrence.

1613 The parties agree that:

There shall be no discrimination against any employee's race, creed, colour, religion, nationality, sex, marital status, age, physical defect, sexual preference, political affiliation, activity and non-activity in Association affairs or business.

The Employer and the Association agree that no form of sexual harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Clinic and the Association.

1614 Subject to the provisions of the Labour Relations Act, during the term or prior to the termination of this Agreement, the parties shall at the request of either party, meet at least once every two months for the purpose of discussing issues relating to the workplace which affect the parties hereto or any employee bound hereby.

ARTICLE 17: GRIEVANCE PROCEDURE

1701 The parties to this Collective Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.

1702 It is mutually agreed that an effort shall be made to resolve complaints or dispute through discussion before a written grievance is initiated.

1703 A "grievance" shall mean any dispute between an employee or the Association and the Employer regarding the interpretation, application, or an alleged violation of the terms of this Agreement.

1704 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.

1705 An earnest effort shall be made to settle the grievance in the following manner:

Step 1 - Within seven (7) calendar days of the occurrence of the event giving rise to the grievance, the employee or Association shall take the grievance to her Administrative Technologist and/or Assistant Administrative Technologist where a discussion shall take place in an attempt to resolve the dispute.

Step 2 - If the matter is not resolved in Step 1, the employee or Association shall submit the grievance in writing to the Administrator and/or Designate or other person as the Employer shall direct within seven (7) calendar days of referring it to Step 1.

Step 3 - If the matter is not resolved at Step 2 within fourteen (14) calendar days of referring the grievance to Step 2, then either party may refer the matter to Arbitration at any time within ten (10) calendar days thereafter.

1706 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration Procedures, or in any matter relating to this Collective Agreement.

1707 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any manner whatsoever by mutual agreement between the Association and the Employer.

1708 In cases of discharge, suspension or layoff, Step 1 shall be passed.

ARTICLE 18: ARBITRATION PROCEDURE

1801 Within seven (7) calendar days after notification of intent to submit a matter to Arbitration, the Employer and the Association shall attempt to agree to a sole arbitrator, or nominate their respective appointees to a three (3) person Arbitration Board.

1802 The two (2) nominees so appointed shall, within fourteen (14) calendar days of their appointment, select a third member who shall be Chairperson.

1803 If one of the parties fails or neglects to appoint a nominee or if the nominees fail to agree on a Chairperson within the time limits provided, then either party may apply to the Minister of Labour of the Province of Manitoba to select such nominee or Chairperson.

1804 Except as provided for in Article 103, no matter shall be considered by the arbitrators nor shall they render any decision in connection therewith unless and until a majority of them have first decided that such grievance constitutes a difference between the employee or the Association and the Employer as to the interpretation, application, or alleged violation of this Agreement.

1805 The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.

1806 Each party shall be responsible for the costs of its nominee, and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

1807 Arbitrations shall be heard at Brandon, Manitoba.

ARTICLE 19: PART-TIME EMPLOYEES

1901 Part-time employees shall be covered by all provisions of this Agreement unless otherwise specified and will receive a pro-rata share of salary, annual vacations, income protection credits, uniform allowance, and professional fees.

1902 Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay will be included in

each regular pay cheque and is in addition to payment for time worked on a general holiday.

- 1903 Unless otherwise mutually agreed between the Employer and the employee, part time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full time employee.
- 1904 A part-time employee reporting for work as scheduled shall be paid not less than three (3) hours pay at her basic rate if she is sent home due to lack of work.
- 1905 Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees. However, such shifts shall not be construed as a change of shift or a call-back provided that the part time employee has worked less than the hours of work outlined in Article 701.
- 1906 A part-time employee after completing 0975 hours will receive an increment which will be the mid-point between her present and the next increment. After the completion of another 0975 hours, the part-time employee will move to the next increment as per Schedule A.

ARTICLE 20: CASUAL EMPLOYEES

- 2001 Casual Employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours in accordance with Article 701. Such increments shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

ARTICLE 21: SAFETY, HEALTH AND WELFARE

- 2101 The Employer shall provide and maintain protective clothing such as lead aprons required to be worn on duty. All such items remain the property of the Employer, and must be returned by the employee when they are no longer required.
- 2102 All employees who have completed their probationary period shall be eligible for a uniform allowance of one hundred twenty-five dollars (\$125.00) per calendar year. All uniforms must be approved by the employee's supervisor before the allowance is payable.
- 2103 The Employer agrees to maintain working conditions which are conducive to the safety and health of its employees.
- 2104 The Employer shall pay professional and/or license fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

2105 The Employer shall continue to provide a Group Insurance Plan through **Standard** Life. The Plan shall provide coverage for Dental Care, Accidental Death and Dismemberment, Life Insurance, Dependent Insurance, Extended Health Coverage, and a Long Term Disability Plan. The Employer's contribution to the plan shall **be not less than;**

five hundred dollars (\$500.00) effective January 1, 2012
six hundred dollars (\$600.00) effective January 1, 2013
seven hundred dollars (\$700.00) effective January 1, 2014
per year.

The Plan may be changed only by mutual agreement between the Association and the Employer. In no case will any **of the premium** payment be made by the Clinic for **the Long Term Disability Plan** .

2106 The Employer shall provide all appropriate vaccinations and booster shots necessary for the prevention of debilitating and terminal diseases such as Hepatitis B.

ARTICLE 22: DISCIPLINE AND DISCHARGE

2201 No employee shall be disciplined or discharged without just cause.

2202 When it becomes necessary to take disciplinary action other than a verbal warning an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Association representative, unless he refuses such representation.

2203 Employees shall be notified in writing of the grounds for discipline or discharge. A copy shall be forwarded to the Association, unless the affected employee requests that the matter not be referred to the Association.

2204 An employee shall be shown any adverse report concerning her performance or conduct, and her comments or reply shall also be recorded in her personnel file. Upon request, she shall be given copies of such documents. If she regards the report to be inaccurate, she may also initiate a grievance requesting its correction or removal from her file.

2205 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 17 Grievance Procedure.

2206 Employees shall have the opportunity to examine their personnel file upon written request. Only one (1) such file shall be maintained.

2207 The Employer agrees not to introduce as evidence any derogatory entry from the employee's file at any hearing unless the employee has previously been made aware of its contents at the time of filing or a reasonable time thereafter.

ARTICLE 23: TECHNOLOGICAL CHANGE

2301 Technological change means:

- (i) the introduction by an employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and
- (ii) a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

2302 Notice of technological change.

- a) Where an employer who is bound by a collective agreement affecting a unit of his employees proposes to effect a technological change that is likely to affect the terms and conditions, or the security, of employment of a significant number of employees in the unit or to alter significantly the basis upon which the collective agreement was negotiated, he shall give notice of the technological change to the bargaining agent bound by the collective agreement at least ninety days before the date on which the technological change is to be effected.

Contents of notice.

- b) The notice referred to above shall be in writing and shall state:
 - (i) the nature of the technological change;
 - (ii) the day on which the employer proposes to effect the technological change;
 - (iii) the approximate number and type of employees likely to be affected by the technological change; and
 - (iv) the effect that the technological change is likely to have on the terms and conditions, or security, of employment of the employees affected or the alteration that is likely to be made to the basis upon which the collective agreement was negotiated.

Notice to bargain.

- c) Where an employer gives notice as per Article 2302 a), the bargaining agent bound by the collective agreement may serve notice upon the employer to commence collective bargaining with a view to the revision of the collective agreement or the conclusion of a new collective agreement, and thereupon the collective agreement in effect at the time the notice is given terminates on the earlier of:
 - (i) the date of expiry thereof; or
 - (ii) the day ninety days after the day on which the notice to commence collective bargaining is served upon the employer; unless it is renewed prior thereto.

2303 Arbitration of effect of technological change.

Where an employer bound by a collective agreement affecting a unit of employees proposes to effect a technological change, he may submit to arbitration the question of whether the technological change is likely to affect the terms and conditions, or security, of employment of a significant number of employees in the unit or to alter significantly the basis upon which the collective agreement was negotiated; and if the arbitration board finds, in its award, that the technological change is likely to affect the terms and conditions, or security, of employment of a significant number of employees in the unit or to alter significantly the basis upon which the collective agreement was negotiated, the award of the arbitration board shall be deemed to be notice of the technological change given under Article 2302 a) to the bargaining agent bound by the collective agreement on the day on which the award is made and Article 2302 c) applies mutatis mutandis.

2304 Failure to serve notice.

- a) Where an employer who is bound by a collective agreement affecting a unit of his employees fails to give notice of a proposed technological change in accordance with 2302 a), the bargaining agent may submit to arbitration the question of whether the employer
 - (i) has effected a technological change that affected or was likely to affect the terms and conditions, or security of employment of a significant number of employees in the unit or that altered or was likely to alter significantly the basis upon which the collective agreement was negotiated; or
 - (ii) proposes, within ninety days after the submission of the question to arbitration, to effect a technological change that is likely to affect the terms and conditions, or security, of employment of a

significant number of employees in the unit or to alter significantly the basis upon which the collective agreement was negotiated.

Effect of affirmative award.

- b) Where an arbitration board to which a question has been submitted under 2304 a) finds in its award that the employer has effected or proposes, within ninety days of the date upon which the question was submitted to arbitration to effect a technological change that affected or is likely to affect the terms and conditions, or security, of employment of a significant number of employees in the bargaining unit or that altered or is likely to alter significantly the basis upon which the collective agreement was negotiated, the award of the arbitration board shall be deemed to be notice by the employer given under 2302 a) on the day on which the award is made and 2302 c) applies mutatis mutandis.

2305 Application of Articles 2302, 2303, and 2304.

Articles 2302, 2303, and 2304 do not apply to an employer and a bargaining agent who are bound by a collective agreement where

- a) the employer has given to the bargaining agent a notice in writing of the technological change that is substantially in accordance with Article 2302 b)
- (i) not less than four days before the day on which the employer and the bargaining agent revised or renewed the collective agreement or entered into the collective agreement; or
 - (ii) not later than four days before the last day on which notice requiring the parties to commence collective bargaining for the purpose of entering into the collective agreement could have been given pursuant to Section 52 of the Labour Relations Act, if no notice was given under that section; or
- b) the collective agreement contains provisions that specify procedures by which any matters that relate to terms and conditions or security of employment likely to be affected by technological change may be negotiated and finally settled during the term of the agreement; or
- c) the collective agreement contains provisions that:
- (i) are intended to assist employees affected by any technological change to adjust to the effects of the technological change, and
 - (ii) specify that Articles 2302, 2303, and 2304 do not apply during the term of the collective agreement to the employer and the bargaining agent; or

- d) the collective agreement was concluded before this section came into force;
or
- e) the employer and the bargaining agent agree by way of an agreement that is ancillary or supplementary to the collective agreement that the employer may make the technological change.

ARTICLE 24: LAYOFF AND RECALL

- 2401 In the event of a layoff, (involuntarily reduction of hours), employees other than probationary and temporary shall receive two (2) weeks notice or pay in lieu of such notice.
- 2402 If a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification, subject only to more senior employees being qualified, competent and willing to perform the required work.
- 2403 No new employee shall be hired to fill vacancies when employees who are eligible for recall are qualified, able, and available to fill the vacancy.
- 2404 Employees on layoff 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's notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.
- 2405 An employee recalled to work in a different department or different classification from which she was laid off shall have the right to return to the position she held prior to the lay-off should it become vacant within one year of being called back and such vacancy shall not be subject to the job posting procedure.
- 2406 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise her seniority rights, subject to her ability, performance record, and qualification, to displace an employee in a position of equal or lower classification. Any employee thus displaced shall also be entitled to a like exercise of seniority rights.

ARTICLE 25: PERFORMANCE APPRAISALS

- 2501 When performance appraisals are conducted, the following guidelines shall apply:
- a) performance appraisals shall be in writing and the contents shall be discussed with the employee; and

- b) the employee shall sign the performance appraisal for the sole purpose of indicating that she is aware of its contents; and
- c) the employee shall have the right to add comments to be attached thereto; and
- d) the employee shall be given a copy of the performance appraisal.

ARTICLE 26: NOTICE OF TERMINATION

2601 Except under extenuating circumstances, employees shall give and be given at least two (2) weeks notice of termination.

ARTICLE 27: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE

2701 The Employer will maintain the Employee-Management Advisory Committee, with equal representation from management and employees. This committee shall meet twice annually or upon request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this committee and shall chair alternate meetings.

2702 The appointees of the Association will be employees of the Employer.

2703 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the Facility.

2704 Employee representatives to joint committees shall be granted paid leave of absence to attend committee meetings, and be paid or given equivalent paid time off (subject to a minimum of one (1) hour) if they are required to attend such meetings outside of scheduled working hours.

ARTICLE 28: TERM OF AGREEMENT

2801 This Agreement and all its provisions shall be effective **August 1, 2010**.

2802 This Agreement shall be in full force and effect until **March 31, 2014** and thereafter until a revised collective agreement is executed or this agreement is terminated by two weeks' written notice by either party.

2803 This Agreement may be amended during its term by mutual written agreement.

2804 Should either party to this Agreement desire to amend or terminate the Agreement, or negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than 90 days and not less than 45 days prior to the expiration date hereof.

2805 If notice is not given under Article 2804, within 45 days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one year.

IN WITNESS WHEREOF, the EMPLOYER and the ASSOCIATION have executed this Agreement on this _____ day of _____ 2011, in the City of Brandon in the Province of Manitoba.

FOR THE EMPLOYER

FOR THE ASSOCIATION

SCHEDULE "A"

Hourly Rates for all classifications and steps on the grids will increase by the following percentage amounts.

Aug. 1, 2010	Aug. 1, 2011	Apr. 1, 2012	Apr. 1, 2013
1%	2%	2%	2%

Hourly Rates:

GENERAL DUTY TECHNOLOGIST - LAB AND X-RAY

	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
August 01, 2010	23.57	24.65	25.79	27.00	28.26	29.57
August 01, 2011	24.04	25.14	26.31	27.54	28.83	30.16
April 01, 2012	24.52	25.64	26.84	28.09	29.41	30.76
April 01, 2013	25.01	26.15	27.38	28.65	30.00	31.38

SENIOR TECHNOLOGIST - LAB

August 01, 2010	25.27	26.42	27.63	28.95	30.31	31.74
August 01, 2011	25.78	26.95	28.18	29.53	30.92	32.37
April 01, 2012	26.30	27.49	28.74	30.12	31.54	33.02
April 01, 2013	26.83	28.04	29.31	30.72	32.17	33.68

CARDIOLOGY TECHNOLOGIST - LAB

	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.
August 01, 2010	20.39	21.32	22.30	23.32	24.42	25.55	26.74
August 01, 2011	20.80	21.75	22.75	23.79	24.91	26.06	27.27
April 01, 2012	21.22	22.19	23.21	24.27	25.41	26.58	27.82
April 01, 2013	21.64	22.63	23.67	24.76	25.92	27.11	28.38

MEDICAL LABORATORY ASSISTANT

August 01, 2010	16.99	17.49	18.02	18.56	19.10	19.68	20.28
August 01, 2011	17.33	17.84	18.38	18.93	19.48	20.07	20.69
April 01, 2012	17.68	18.20	18.75	19.31	19.87	20.47	21.10
April 01, 2013	18.03	18.56	19.13	19.70	20.27	20.88	21.52

SCHEDULE "B"

YEAR OF TRANSITION HOLIDAYS

ANNIVERSARY DATE

FALLS IN

YOU GET

July	5 days holidays
August	4 1/2 days holidays
September	4 days holidays
October	3 1/2 days holidays
November	3 days holidays
December	2 1/2 days holidays
January	2 days holidays
February	1 1/2 days holidays
March	1 day holiday
April	1/2 day holiday
May	0 day holiday
June	0 day holiday

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

MEMORANDUM OF UNDERSTANDING

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Employment Security

WHEREAS, the Employer is concerned with its employees employment security, and

WHEREAS, the Union is concerned with its members employment security, and

WHEREAS, within the Province of Manitoba health care reform continues to be explored, and

WHEREAS, there may be a need to examine the delivery of health care within the facility, and

WHEREAS, there may be a need to examine the current complement of employees covered by the provisions of this Collective Agreement.

1. It will be incumbent upon the Employer to notify the Association, in writing, at least ninety (90) days prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Employer and the Association, no later than twenty (20) days after the above.
3. The Employer and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Employer will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Employer's commitment to ensure that any affected employee shall retain employment with the Employer, and where reductions cannot be dealt

with through attrition, the Employer will make every possible effort to reassign the employee(s) affected to an equivalent position within the Facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

The Association recognizes that the Clinic may not replace a Cardiology Technologist with a Cardiology Technologist should one of the current Cardiology Technologists retire or resign.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

**MEMORANDUM OF UNDERSTANDING SUPPLEMENTARY
TO THE COLLECTIVE AGREEMENT**

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Job Sharing

1. When a full-time position is posted, two (2) employees may apply to equally share that position. The decision to allow two (2) employees to split a full-time position rests solely with Management who will consider the needs of the area.
2. In the event that one (1) of the employees sharing a full-time position resigns, and the Management decision is to allow this position to remain a twinning position, the position will be posted as full-time with the following wording noted on the job posting:

"This full-time position is currently being filled by two (2) employees working part-time. The remaining employee wishes to continue working her half of the rotation and she will be allowed to do so if another employee is willing to work the other half of the rotation. If you wish to apply for the other half of this rotation, please apply in the normal manner stating same."
3. Providing there is another employee willing to share the full-time rotation, the remaining employee will be maintained in the shared position.
4. If the Management decision is to no longer allow this position to remain as a twinning position, or if no employee is willing to share the rotation with the remaining employee, the posted position will be offered to the remaining employee as full-time and will be granted to her if she wishes to change from part-time to full-time.
5. If the remaining employee refuses to accept the position on a full-time basis, the position may be offered as full-time to the most suitable applicant for the full-time job posting.

6. The remaining employee will then be offered any part-time position that is currently vacant and if none is available, she shall be dealt with in accordance with Article 23.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

BRANDON CLINIC MEDICAL CORPORATION
SPECIAL AGREEMENT WITH EMPLOYEES SHARING A POSITION

I, _____, agree to share "twin" a full-time
_____ position commencing on
_____, 20 ____.

I understand that if either my "twin" or myself resigns from this position, I have the option of applying for the full-time position. If I do not wish to apply for the full-time position, the terms of the Collective Agreement and the Memorandum of Understanding will apply.

I agree to work all necessary shifts during the vacation of my "twin".

I wish/do not wish to be offered additional hours when available.

DATE

EMPLOYEE SIGNATURE

LETTER OF INTENT

TO: M.A.H.C.P.

WHEREAS the Brandon Clinic Medical Corporation and the Manitoba Association of Health Care Professionals are parties to a certain collective agreement;

AND WHEREAS the Brandon Clinic Medical Corporation has been able to provide parking for members of the Union until now;

AND WHEREAS the Brandon Clinic Medical Corporation is not the owner of the land where such parking has been provided;

THE BRANDON CLINIC MEDICAL CORPORATION therefore undertakes to the Manitoba Association of Health Care Professionals that should it become necessary at any time in the future to charge parking fees to the members of the Union that prior to the institution of any such parking fee, the Brandon Clinic Medical Corporation will discuss the same in full with the designated representatives of the Union.

CORPORATION

THE BRANDON CLINIC MEDICAL

per: _____

LETTER OF AGREEMENT

SUPPLEMENTARY TO THE COLLECTIVE AGREEMENT

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

This letter of Agreement confirms that the above-named parties have ratified the Letter of Understanding on Redeployment Principles which is appended to and forms part of this Letter of Agreement.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Letter of Understanding on Redeployment Principles

The Employer and the Association agree that clause 507 of the current Collective Agreement shall apply, rather than article 6.06 of the Redeployment Principles, when Brandon Clinic Medical Corporation hires employees from the PHLAC Redeployment List.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Pension – Group RRSP

Contribution	Aug 1/10	Aug. 1/11	Apr. 1/12	Apr. 1/13
Employer	2%	2.5%	3.25%	4%
Employee	2%	2.5%	3.25%	4%

for part-time and full-time permanent employees upon completion of three (3) months of employment with the Employer.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION

LETTER OF UNDERSTANDING

- between -

BRANDON CLINIC MEDICAL CORPORATION

- and -

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

Re: Distribution of Overtime

All employees who wish to be offered overtime shall identify their willingness and preferred hours of availability in writing.

Overtime, when available, will be offered equitably amongst those employees and management who are willing, qualified and available to perform the required work.

The parties will act reasonably when administering this memorandum of understanding.

Signed this _____ day of _____, 2011.

FOR THE EMPLOYER

FOR THE ASSOCIATION