

# **Collective Agreement**

Between

**425 Management Limited Partnership**

and

**Manitoba Association  
of Health Care Professionals**

**For the Period April 1, 2011 to March 31, 2014**

Manitoba Association of Health Care Professionals  
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Please note  
Changes made to the Collective Agreement in the 2011 round of  
bargaining are in **bold** type.

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This Agreement Made In Duplicate This \_\_\_\_ Day of August, 2013

BETWEEN:

THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(Herein called the "Association")

- and -

425 MANAGEMENT LIMITED PARTNERSHIP

(Herein called the "Clinic")

**WHEREAS** the Association is the certified bargaining agent of certain specified employees of the Clinic;

**AND WHEREAS** the Association and the Clinic have agreed to enter into a Collective Agreement containing terms or conditions of the said employees of the Clinic including provisions with reference to rates of pay and hours of work;

**NOW THIS AGREEMENT WITNESSETH** that the parties hereto, in consideration of the premises and of the mutual covenants hereinafter contained, agree with each other as follows:

## **ARTICLE 1: SCOPE AND APPLICATION OF AGREEMENT**

101 The Clinic recognizes the Association as the exclusive bargaining agent for all Radiological Technologists and Dark Room Technicians employed by the Winnipeg Clinic except those excluded by the Act, as defined in the Manitoba Labour Board Certificate Number MLB-4868.

102 If the Manitoba Labour Board rules that any person is an "employee" within the bargaining unit within the meaning of the Manitoba Labour Relations Act, then the Clinic agrees with the Association that it will meet forthwith with representatives of the Association to negotiate the classification and the salary schedule for such classification for inclusion in the Collective Agreement, and if the employer and the Association are unable to reach agreement on such classification and salary schedule, or either of them, then the matter may be submitted to binding arbitration by either of the parties pursuant to Article 21 of this Agreement.

103 A copy of this Agreement shall be provided by the Clinic to each of the present employees and to all future employees bound by this Agreement. The Association and the Clinic shall share equally all costs in connection with the printing and distribution of the Collective Agreement.

104 No employee shall enter into any separate agreement inconsistent with the provisions hereof.

## **ARTICLE 2: DEFINITIONS**

201 Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth:

202 Approved Training - means training approved by the Canadian Association of Medical Radiation Technologists.

203 a) C.A.M.R.T. means Canadian Association of Medical Radiation Technologists.

b) RT means Registered Technologist certified by and currently registered with the C.A.M.R.T.

c) A.C.R. means Advanced and Certification, Radiography, certified and currently registered with the C.A.M.R.T.

d) F.C.A.M.R.T. - means Fellowship of the Canadian Association of Medical Radiation Technologists, certified and currently registered with the C.A.M.R.T.

204 Employee - means any person employed by the Clinic on a full-time or part-time basis within the bargaining unit as described by Article 101.

205 Employer means the Winnipeg Clinic.

207 Basic Rate, Salary or Pay means the amounts indicated in Schedules A and B.

208 Technologist means a graduate of an approved school of medical radiation technology and/or an individual who has attained certification and is currently registered with the Canadian Association of Medical Radiation Technologists.

209 Technologist I - a Technologist who is performing assigned routine duties.

210 Technologist II - a Technologist who performs work that is of greater responsibility than that performed by a Technologist I;

or

A Technologist performing more specialized procedures and techniques.

211 Technician I - an employee who has on-the-job training and performs only specified procedures.

212 Technician II - an employee who performs under supervision, certain specialized procedures;

or

An employee who performs duties of a greater responsibility than a Technician I.

### **ARTICLE 3: EMPLOYMENT STATUS**

301 Employees will be advised of their status at the time of their hire and at the time of any subsequent change.

302 Full-time Employee - means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 6. A full-time employee is covered by all provisions of this Agreement unless otherwise specified.

303 Part-time Employee - means an employee who regularly works less than the hours of work as set out in Article 6, on a scheduled and recurring basis.

Part-time employees shall be covered by all provisions of this Agreement unless otherwise specified, and will receive a pro-rata share of salary, annual vacation, income protection credits, pensions, and general holidays as per Article 1003.

304 A part-time employee reporting for work as scheduled or at the Clinic's request in the event of an unforeseen staff shortage, shall be paid not less than three (3) hours pay at her basic rate if she is sent home due to lack of work.

305 Unless otherwise mutually agreed between the Clinic 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.

306 Part-time employees who make it known to the Clinic that they are willing to work occasional additional shifts shall be given preference over casual employees in the assignment of such shifts, providing they have the necessary qualifications. This provision shall not apply if it would result in the part-time employee working in excess of the regular hours of work as per Article 601.

307 When part-time employees agree to work additional shifts that are outside their regular scheduled, it shall not be construed as a change of shift or a callback.

308 Probationary Employee

- a) Probationary employee is one who has not completed three (3) months of continuous full-time employment or four (4) months continuous employment for all others. Until such time as an employee has completed his/her probationary period as herein above provided he may be subject to discharge without recourse to the grievance procedure.
- b) The probationary period for any given employee may be extended for any period not exceeding three (3) months, after consultation with the Manitoba Association of Health Care Professionals.

309

- a) Term Employee - means an employee engaged for a particular assignment, or specific period of time as a full-time or part-time employee. The start and completion dates of the term will be specified in writing. A term employee shall not be engaged for a period of greater than twelve (12) months, unless mutually agreed between the Association and the Clinic.
- b) A term employee hired to replace a permanent employee:



- i) shall be entitled to exercise her seniority rights to apply for positions posted prior to the expiration of her term of employment;
- ii) may be required to complete the term of employment for which she was engaged before being considered for the position;
- iii) may be required to complete a further probationary period upon being awarded a permanent or new term position.
- iv) shall have seniority connected only where she has applied for a position posted prior to the end of her term of employment, and has been the successful applicant for that position.
- v) shall have seniority rights in matters of demotion, layoff or recall only in respect to other term employees.
- vi) shall not be entitled to the provisions of Article 1409, 1502, 1505, and 2901.
- vii) A term employee shall not be terminated and rehired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original term position.
- viii) All eligible group benefits will come into effect when three (3) continuous months of full-time employment as a term full-time employee has occurred.

310 Casual Employee - an employee who is occasionally called in to work by the employer to:

- a) Replace a full-time or part-time employee or
- b) Supplement regular staff coverage in situations of unforeseen staff shortage

The terms of this agreement shall not apply to casual employees except as provided for below:

- a) casual employees shall receive vacation pay calculated at the rate of 6% for all hours worked. Vacation pay so earned is payable at the end of each calendar year
- b) casual employees shall be entitled to compensation for overtime in accordance with Article 7

- c) casual employees shall be paid not less than the start rate or the maximum rate for the position to which they are assigned
- d) casual employees are not guaranteed any hours of work. In the event no wage payment is made during any pay period, the employer shall have no responsibility to deduct or remit dues for that pay period
- e) casual employees shall have Association dues deducted in accordance with Article 20
- f) casual employees reporting for work as requested by the employer and finding no work available shall be paid at least three (3) hours pay at his/her basic rate of pay.
- g) Article 21 Grievance and Arbitration shall apply to casual employees only with respect to the matters of Article 207.
- h) Casual employees shall accumulate seniority as per Article 1801.

#### **ARTICLE 4: MANAGEMENT RIGHTS**

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

402 The employer, in administering this Collective Agreement will act reasonably, fairly, in good faith, and in a manner consistent with the Collective Agreement as a whole.

403 The Clinic agrees to discuss in advance with the Association all matters which significantly affect their security of employment or working conditions.

#### **ARTICLE 5: SALARIES**

501 Salaries shall be paid to each employee in accordance with Schedule A and B attached hereto and made part hereof.

502 It is understood and agreed that all employees covered by this Agreement shall be placed at the level of wages as listed in Schedule A.

503 In addition to the wages as provided for in Schedule A, all employees covered by this Agreement shall be paid non-cumulative monthly academic allowances as set out in Schedule "B" attached.

504 Upon promotion, an employee shall receive a salary applicable to their new classification, which provides for an increase of at least 5% of her former salary. The anniversary date of each employee for incremental purposes shall be the date on which the employee last commenced employment with the Clinic.

505 Promotion means a change of employment from a lower salary classification to a higher salary classification within the scope of this Agreement.

506 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days following termination.

507 Salaries shall be quoted in terms of the gross bi-weekly rates and hourly rates.

508 Equivalent gross hourly rates shall be calculated as follows:

$$\frac{\text{Monthly Rate} \times 12}{1950}$$

509 A graduate of an approved school of Medical Radiation Technology and/or an individual who has not attained, or maintained his R.T. may at the discretion of the employer be paid \$50.00 less than the approved Technologist's scale as set out in Schedule "A" attached hereto; however, upon attaining his R.T., the \$50.00 per month will be retroactive to the initial date of obtaining same.

510 The minimum starting salary of a newly hired employee will be determined by experience in accordance with the following table:

	<u>Start</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
1950 hours in the previous three years		X			
3900 hours in the previous four years			X		
5850 hours in the previous five years				X	
7800 hours in the previous five years					X

A Technologist employed at a classification above a Technologist I shall be paid a starting salary that is not less than one increment above the salary she would receive if employed as a Technologist I.

511 Increments for Part-time Employees

Part-time employees hired after the date of signing of this Agreement shall receive increments (calculated from the date of her last increment or her starting date as the case may be) on the basis of one (1) increment for each 1300 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1300 hours worked, it shall be applied to the pay period next following completion of 1300 hours worked.

An employee whose employment status changes from part-time to full-time shall be entitled to receive an increment on the later of:

- a) one (1) calendar year from the current date of her last increment, or starting date as the case may be;
- or
- b) on completion of 1300 hours calculated under the formula:

$$B = 1950 - (A \times 3/2)$$

A = Number of hours during which seniority was accrued under part-time status since the date of her last increment, or starting date as the case may be.

B = Number of hours remaining to be worked as full-time to earn an increment.

The above provision shall not apply to part-time employees prior to the date of signing of this Agreement until after they receive their next increment in accordance with the following:

- a) Annually if they work one half of full-time hours;
- b) On every second anniversary date if they work less than half time.

## **ARTICLE 6: HOURS OF WORK**

601 It is understood and agreed that the normal work day shall not exceed seven and a half (7 1/2) hours duration, excluding meal periods and including rest periods.

602 It is understood and agreed that except as hereinafter expressly provided, the work week shall not exceed 37 1/2 hours.

603 A meal period of one (1) hour's duration to be scheduled by the employer during each regular working day.

604 A rest period of twenty (20) minutes shall be scheduled by the employer during each continuous three (3) hour period of duty.

605 Normal shift schedules shall be posted at least two (2) weeks in advance and shall be subject to change as may be necessary for the benefit of the Clinic's operation. The posted shift schedules shall be subject to change only by mutual agreement.

606 If the Clinic considers implementing a significant change to the normal work day, the normal shift of work, the normal work week, or the normal rotation of shifts, the Employer will call a meeting of the affected employees to discuss and consider such changes.

A properly designated representative of the Association shall be given seven calendar days written notice of the meeting and shall be given the opportunity to attend this meeting. The notice of the meeting shall contain a detailed outline of the changes, and the reason(s) for proposing the change(s).

The Clinic agrees to allow the employees up to ten (10) working days to formulate a reply and submit any alternate proposals for consideration.

Failing implementation of the alternate proposals, a written explanation shall be sent to the Association.

If after due consideration, the Clinic still plans to implement the change, the affected employees will be given at least thirty (30) calendar days' notice. Notice time may be adjusted by mutual agreement.

At any stage following notification of the meeting, the Association shall have the opportunity to meet with representatives of the Board of the Clinic to discuss the changes.

607 Where an employee is required to attend a meeting called by the Employer on a scheduled day of rest, the employee shall be compensated in accordance with the terms of this Agreement.

608 The Clinic agrees to meet during the life of the Agreement to review and discuss flexible scheduling. The implementation of schedules will be subject to agreement between the Association and the Clinic.

#### **ARTICLE 7: OVERTIME**

701 All overtime must be approved in advance and in writing by the Assistant Administrator or the Administrator of the Winnipeg Clinic.

702 Overtime shall be deemed to mean any authorized time worked in excess of the normal hours of work in each day.

703 Overtime rates shall be:

- a) One and one half times (1 1/2X) the basic rate except as follows:
- b) two (2) times the basic rate for all overtime worked in excess of three (3) hours in any one day,
- c) two and one half (2 1/2) times the basic rate for all time worked on a general holiday.

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

705 There will be no payment for occasional overtime or deduction for occasional tardiness of less than fifteen (15) minutes in a day.

#### **ARTICLE 8: CALL BACK TO DUTY**

801 An employee designated to be on call or standby shall be paid an allowance of one (1) hour's pay for each eight (8) hour period, or a pro-rata portion thereof.

802 An employee who is called back to work after their regularly scheduled hours of work shall be paid at overtime rates for not less than three (3) hours for each such call.

Standby allowance shall not be paid for actual time worked on a callback.

803 An employee who is called back to work or is required to travel on behalf of the Clinic shall:

a) have return transportation provided for by the Clinic;

OR

b) receive forty-four cents (\$.44) per mile for use of the employee's vehicle, subject to a minimum payment of four dollars (\$4.00) for a return trip.

804 A callback is defined as a callback to return to any of the Clinic sites received by an employee during the period between the completion of regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the designated Clinic site until the callback work for which she was called in to do has been completed and reported to the medical officer in charge.

805 Standby will be allocated as equitably as possible amongst those employees who are willing and qualified to be on standby. In the event that no technologist was willing to perform standby and callback duty, the Clinic may initiate a rotating scheduled with no employee having more than seven (7) consecutive days of standby.

#### **ARTICLE 9: RESPONSIBILITY AND RELIEF DUTIES**

901 An employee who replaces or relieves or assumes responsibility for a senior position or a department shall be paid a relieving or responsibility allowance of one dollar and thirty five cents (\$1.35) per hour for all hours worked.

902 Relief duties shall not exceed six (6) weeks. Any period over six (6) weeks shall be treated as a temporary promotion.

903 Appointments of an employee to a senior position for relief duty shall be confirmed by the Assistant Administrator or Administrator in writing and in a consistent manner in each department.

#### **ARTICLE 10: GENERAL HOLIDAYS**

1001 A full day's holiday pay, i.e. seven and one-half (7 1/2) working hours at the regular rate, shall be granted each employee on each of the following holidays, namely:

Good Friday                      Labour Day  
Dominion Day (Canada Day)    Thanksgiving Day  
Victoria Day                      Remembrance Day  
August Civic Holiday          Christmas Day  
New Year's Day                  Boxing Day  
Louis Riel Day

Plus any other general holiday as declared by the Federal, Provincial or Local Government authority.

1002 In addition to the foregoing General Holidays named in 1001, each employee shall be granted; the afternoon half of her shift off on December 24; and 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 Employer and the employee.

1003 Part-time employees shall receive payment for general holidays as follows:

- a. if she works fifteen days of the previous thirty calendar days the equivalent of their regular day's earnings;
- b. if she is normally scheduled to work on that day the equivalent of their regular day's earnings;
- c. if she fails to meet the requirements of (1) or (2), she will receive 5% of the employee's total wages, excluding overtime wages, for the four-week period immediately preceding the holiday.

1004 An employee required to work on a general holiday shall be paid two and one half (2 1/2) times their basic rate for all hours worked, or if mutually agreed upon, compensating time off in lieu of pay.

1005 For an employee required to work on Easter Sunday, the day and time worked shall be treated as a general holiday and subject to the provisions of Article 1001 and 1002.

#### **ARTICLE 11: VACATIONS**

1101 An employee with four (4) or less years of service will earn vacation entitlement at the rate of 1.25 days for each complete month of service (15 days per year).



1102 An employee with four (4) years of service but less than fifteen (15) years of service will earn vacation entitlement at the rate of 1.67 days per each complete month of service (20 days per year).

1103 An employee with fifteen (15) years of service but less than twenty-five years of service will earn vacation entitlement at the rate of 2.08 days per complete month of service (25 days per year).

1104 An employee with **twenty-two (22)** years of service or more will earn vacation entitlement at the rate of 2.5 days per complete month of service (30 days per year).

1105 The whole of the calendar year shall be available for the taking of annual vacation.

1106 If a Statutory Holiday occurs during an employee's vacation, the employee shall have the opportunity to take an additional day of paid vacation.

1107 An employee shall be given preference as to the selection of vacation on the basis of seniority. Employees will make every reasonable effort to complete their selection within seven (7) working days.

1108 An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of the number of regular paid hours.

## **ARTICLE 12: INCOME PROTECTION**

1201 An employee shall be entitled to payment of basic salary during absence from work due to illness or injury sustained by the employee to the extent that the employee has accumulated income protection credits subject to the following conditions:

1202 The Clinic agrees to recognize income protection credits accumulated in the employ of the Winnipeg Clinic prior to the signing of this Agreement.

1203 Full-time employees shall accumulate income protection credits at the rate of one day for every complete month worked.

1204 Part-time employees shall accumulate income protection credits on a pro-rata basis of hours worked compared to full-time employees.

1205 The Clinic may recover sick leave benefits paid to a probationary employee if she terminates before completion of such probationary period.

1206 An employee who will be absent due to illness or injury must make every reasonable effort to inform her supervisor prior to the commencement of their next scheduled shift.

1207 The Clinic reserves the right to require a medical certificate or report to determine an employee's fitness to perform their normal duties during or following absence due to illness. Such certificate shall not be required without cause for absence periods of three (3) days or less.

1208 Income protection shall be effective from the date of commencement of employment and accumulative.

1209 All eligible employees shall participate in a Long Term Disability Plan which shall be paid by the employee. The Clinic shall inform the employees of any major changes to the Plan.

1210 While on vacation, an employee entitled to income protection is hospitalized for twenty-four (24) hours or is unable to work for a period of three days or more, sick leave may be substituted for vacation.

The employee must provide a valid medical certificate for all such periods of time. All periods of vacation displaced shall be reinstated for use at a mutually agreed later date.

1211 Upon retirement, an employee with 20 years of service shall be entitled to receive a payout of 20% of unused sick time. This amount will be increased by 1% per year beyond 20 years of service to a maximum of 25% of unused sick time.

### **ARTICLE 13: COMPASSIONATE LEAVE**

1301 An employee shall be granted up to four (4) days paid compassionate leave in the event of death of a spouse, child, parent or sibling (including grand-, step-, or -in-law), fiancé(e) or member of the employee's household.

1302 Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer or mourner.

1303 Compassionate leave may be extended where travel is required, or at the Clinic's discretion for other reasons.

1304 Compassionate leave for reasons other than death, such as sudden or serious illness or injury to a family member, or serious personal loss due to fire, flood, or theft, shall be granted at the Clinic's discretion. Such leave shall not be unreasonably denied.

1305 Compassionate leave may be reduced in whole or in part at the discretion of the Clinic when the employee is on vacation or unpaid leave of absence.

#### **ARTICLE 14: LEAVE OF ABSENCE**

1401 An employee will be required to submit a written request for any leave of absence referred to in this Collective Agreement, unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the discretion of the employer, but such consent shall not be unreasonably withheld. Unless otherwise indicated in the Collective Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.

1402 Overstaying of a leave of absence shall be deemed to constitute a resignation, except where an employee communicates with the employer for purposes of requesting an extension of said leave and for extenuating circumstances.

#### 1403 Adoption Leave

- a) Where an employee adopts a child she/he shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement. The employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application.
- b) Up to five (5) months leave without pay shall be granted an employee upon adoption of a child.
- c) Where both parents are employees of the Employer such leave shall apply only one (1) employee unless otherwise agreed to between the Employer and the employees.

#### 1404 Maternity Leave

Up to five (5) months maternity leave without pay will be granted to a pregnant employee subject to the following conditions:

- a) A written request must be submitted at least four (4) weeks in advance of the date of the intended leave.
- b) The employee must have completed at least **seven (7)** months of continuous employment in the Clinic prior to the intended date of the leave, unless otherwise agreed by the Clinic.

- c) If requested by the employee, unpaid maternity leave of a shorter or longer duration may be granted at the discretion of the Clinic.
- d) If the employee is unable to continue in her work due to illness as certified by a physician, she shall be entitled to sick leave and/or unpaid leave of absence until the start of her maternity leave.

1405 Parental Leave

Eligible employees shall be entitled to parental leave in accordance with the Employment Standards Act.

1406 A male employee shall be entitled to one (1) day's paid leave of absence with pay within seven (7) days of the birth or adoption of his child.

1407 Court Duty - An employee subpoenaed for jury duty or as a witness shall be placed on leave of absence with pay for the total period of court duty. All benefits of this Agreement continue to accrue during this period of leave of absence. The employee shall turn over to the Employer any witness or jury fees received as a result of being subpoenaed, provided these do not exceed the employee's regular pay for the period of the leave.

1408 Notwithstanding the provisions of this article, an employee on leave of absence for court duty is not required to turn over to the employer more than five (5) days of witness or jury fees per calendar week.

1409 Educational leave of absence with pay and reasonable expenses may be granted for continuing educational programs, subject to the approval of the Employer, who shall make every effort to grant such leave.

1410 Subject to the prior approval of the Administrator, an employee who takes an educational course outside of working hours that their supervisor indicates is relevant to her employment, the Clinic will reimburse the employee for the tuition fee to a limit of \$100.00 upon successful completion of the course. Proof of successful completion will be required.

**ARTICLE 15: HEALTH AND WELFARE**

1501 Dental Plan - The Clinic agrees to provide a dental plan for all eligible employees who have completed their initial three (3) month probationary period. Each employee and their eligible dependants shall be entitled to a maximum coverage of \$1,000.00 per person per year. The Clinic shall pay 70% of all eligible basic claims and 50% of eligible major and orthodontic claims.

1502 All full-time and part-time employees who have completed their probationary period shall be eligible for a uniform allowance of \$115.00 per calendar year.

All uniforms must be approved by the supervisor before the allowance will be paid.

Any increase in the uniform allowance during the life of the Collective Agreement will be implemented in accordance with the Clinic Policy.

1503 Prescription drugs shall be available to the employees and their dependants at cost at the Winnipeg Clinic Pharmacy.

1504 Life Insurance - Each eligible employee shall be entitled to fully paid group life insurance coverage as follows:

1) Employees without Dependants

a) Life insurance equal to current annual salary as determined April 1st of each year.

b) Accidental Death and Dismemberment insurance equal to current annual salary as determined April 1st of each year.

2) Employees with Dependants

a) Life Insurance equal to twice the current annual salary as determined April 1st of each year.

b) Accidental Death and Dismemberment insurance equal to twice the current annual salary as determined April 1st of each year.

3) All benefits are subject to the eligibility and insurability provision of the group life insurance plan.

1505 The Clinic shall provide a money purchase equal contribution pension plan for employees in the bargaining unit. Such a plan shall be consistent with current provincial pension plan regulations. The Clinic shall notify the Association of any planned changes to the pension plan.

1506 The Clinic agrees to maintain working conditions which are conducive to the safety and health of its employees.

1507 For the purposes of this Article, dependant shall be as deemed under the Canada Income Tax Act.

1508 The Employer agrees to schedule staff meetings a minimum of four (4) times per year. The meetings will be for the purpose of continuing education, protocol, and policy changes or other matters relating to the workplace.

#### **ARTICLE 16: TECHNOLOGICAL CHANGE**

1601 Technological change means:

- a. 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
- b. 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.

1602 Notice of technological change.

- i) 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 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 1602 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.

1603 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 1602 a) to the bargaining agent bound by the collective agreement on the day on which the award is made and Article 1602 c) applies mutatis mutandis.

1604 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 1602 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 1604 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 1602 a) on the day on which the award is made and 1602 c) applies mutatis mutandis.

1605 Application of Articles 1602, 1603 and 1604.

Articles 1602, 1603 and 1604 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 1602 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 1602, 1603 and 1604 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 17: JOB SECURITY, LAYOFF AND RECALL**

1701 A layoff shall be defined as a reduction, in any multiple, of an employee's hours of work.

1702 The Clinic agrees wherever possible to discuss in advance all matters which significantly affect the security of employment or working conditions of members in the bargaining unit.

1703 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 the more senior employees being qualified, competent and willing to perform required work.

1704 Employees on layoff are to be recalled in order of seniority. Such recall shall be made by registered mail and shall provide up to one (1) weeks' notice to report back to work. The employee is required to contact the Clinic within one (1) week of such notice, confirming their intention to return to work as scheduled or to make other reasonable alternative arrangements. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.

1705 In the event of a deletion of an occupied position, as much notice as possible will be given to the incumbent, who will be entitled to exercise her seniority rights to displace an employee in a position of equal or lower classification. Any employee thus displaced shall be entitled to a like exercise of seniority.

1706 Any employee affected by Article 1703 and/or 1705 shall be given written notice of one week per complete year of service, with a minimum notice of one pay period, maximum of three months. Except when, Executive Council of the Winnipeg Clinic declares that extraordinary financial or other exigencies caused by loss of approved facility status, a change in the manner in which the Clinic receives Radiology fees or any negative change in the current approved schedule of Radiological Examinations.

## **ARTICLE 18: SENIORITY**

1801 Subject to the provisions of clauses 1802, 1803, and 1804, seniority shall be defined as the total accumulated regular hours paid from the last date that the full-time or part-time employee was hired by the Clinic. It shall be used as one of the factors in cases of promotion, vacancy selection, vacation selection, layoff and recall. Seniority accumulated prior to February 15, 1995 shall be retained.

1802 Seniority of an employee will be retained and accrue during:

- a) any period of paid leave of absence or income protection,
- b) absence on Long Term Disability for up to one (1) year,
- c) unpaid leave of absence of four (4) weeks or less.
- d) maternity, parental or adoption leave of absence.

1803 Seniority will be retained but will not continue to accrue during:

- a) unpaid leave of absence of more than five (5) weeks,
- b) absence on Long Term Disability of more than one (1) year but not more than five (5) years,
- c) layoff of eighteen weeks or less.

1804 Seniority will terminate if an employee:

- a) resigns, retires or goes on permanent disability,
- b) is discharged and not re-instated,
- c) is laid off for more than eighteen (18) weeks.
- d) accepts employment as a casual employee.

1805 Upon request, the Clinic shall provide the Association with a list of employees within the bargaining unit, showing their names, classification, date employment commenced, seniority, income protection accumulation, vacation entitlement, and anniversary date once annually.

## **ARTICLE 19: NEGOTIATING COMMITTEE**

1901 Two (2) representatives of the Association who are in the employ of the Clinic shall receive full salary during such time that such representatives are involved in negotiating a new collective agreement or in negotiating the revision of an existing collective agreement with the Clinic or who are involved with official grievances and/or arbitration proceedings and/or labour board hearings involving the Clinic, provided always that such negotiations, grievances or hearings are conducted during those times that such representatives would be on duty.

## **ARTICLE 20: ASSOCIATION SECURITY**

2001 The Association agrees to provide the Clinic with a current list of officers and authorized representatives and shall provide the Clinic with a revised list from time to time as the occasion may require.

2002 An employee who is elected as an Officer of the Association may be granted necessary leave of absence with pay to conduct Association business away from the Clinic, provided such absence does not disrupt departmental needs. The Association will reimburse the Clinic for direct salary and benefit costs incurred during such absence.

2003 The Clinic agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.

2004 The Clinic will remit dues deducted to the Association on a monthly basis, along with a list of employees from whom deductions have been made, including details of all changes from the preceding monthly deduction listing.

2005 The Association shall notify the Employer in writing of any change in the amount of dues to be deducted at least one (1) month prior to the effective date of change and dues shall not be adjusted more frequently than twice in each calendar year.

2006 The Clinic agrees to provide a bulletin board for the posting of notices by the Association, provided however, that no notice will be posted without the prior consent of the Administrator or designate.

2007 The Clinic 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 Administrator or his designate of the visit prior to the occurrence.

2008 The parties agree that:

- a) 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.
- b) The Clinic 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.

## **ARTICLE 21: GRIEVANCE PROCEDURE**

2101 Should controversy arise between the Clinic and the employees or the Association represented by the employees concerning the interpretation, application, meaning, operation, or any alleged violation of the agreement, including the question of whether a matter of grievance is arbitrable or not:

2102 Unless dismissed or suspended by the Clinic, the employee shall continue to work in accordance with the agreement until such time that such controversy is settled by means of negotiating between the representatives of the Clinic and the Association.

### 2103 General Grievance Regulations

- a) The word "days" as used in the Article shall mean working days, other than Saturdays and Sundays or a general holiday.
- b) The discussion and decision made on each grievance shall be limited to the matters referred to in the written grievance.
- c) Duplicate copies shall be made of each grievance in the form set out in Schedule "C" attached.
- d) The employee or the Association, as the case may be, shall within five (5) days of the occurrence of the incident bringing about the controversy report such incident in writing to the Administrator or his designate.
- e) If the controversy is not settled within five (5) days from the date that the controversy is set out in writing and filed with the Administrator and a written reply received, then within five (5) days thereafter, the grievance shall be referred to a Committee consisting of the Association Representative and the president or other bargaining representative authorized by the Association and two representatives of the Clinic. The Clinic shall present the Clinic's decision to the employee and to the Association Representative in writing within five (5) days of the matter being referred to the Committee.
- f) If the controversy is not settled within five (5) days from the date that the same is filed with the Committee referred to in 2203 e), then it may at any time within five (5) days thereafter be referred by either party to a Board of Arbitration to be composed of one nominee appointed by the Clinic and one by the Association, such appointments to be made within ten (10) days of such reference. The two nominees so appointed shall within ten (10) days of the nomination of the last of them, select a third member who shall be Chairman. If one of the parties fails or neglects to appoint a nominee within the time limits

above set forth then the other party may apply to the Chief Justice of the Court of Queen's Bench of Manitoba to appoint such nominee.

A decision of the majority of such Board of Arbitration shall be final and binding on both parties hereto.

- g) Should the two appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Court of Queen's Bench to select a Chairman.
- h) Each party shall be responsible for its individual contract costs and the expenses of the Chairman and the Arbitration Board shall be shared equally between the Clinic and the Association.
- i) In the case of a grievance involving an alleged unjust layoff, suspension, or discharge, the decision of the Arbitration Board or the Chairman or decision of the conferring parties may or may not result in an employee being reinstated with full compensation for time lost on the basis of the regular hours of work or such other arrangements as may be deemed just and equitable.
- j) If the decision of the Arbitration Board is to reinstate any employee, the Arbitration Board may deduct any wages earned through other employment since the layoff, suspension or discharge in question, from the award, if any.
- k) The Board of Arbitration shall not have the jurisdiction to rewrite the provisions of this Agreement, nor to make any decision inconsistent therewith.

## **ARTICLE 22: DISCIPLINE AND DISCHARGE**

2201 The employer shall not discipline or dismiss any employee bound by this agreement except for just cause.

2202 An employee shall be shown any adverse written report concerning their performance or conduct, and her comments or reply shall also be recorded in their file. The employee shall be given copies of all such documents. If the employee regards the report to be inaccurate, the employee may initiate a grievance requesting its correction or removal from her file.

2203 An employee may elect to be accompanied or represented by the Association representative at any stage of the Grievance/Arbitration procedure.

2204 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 Clinic.

### **ARTICLE 23: DURATION OF AGREEMENT**

2301 This Agreement and all of its provisions shall be effective from and retroactive to and including the first (1st) day of **April 2011 A.D.**

2302 This Agreement shall be in full force and effect until the **thirty first (31st) day of March 2014 A.D.**, and thereafter until a new Agreement has been concluded. Provided that either party may give written notice after the **first (1st) day of January 2014** of their intention to negotiate a revised Agreement for the period commencing on the **first (1st) day of April 2014** and such negotiations shall commence within thirty (30) days after notice has been given.

2303 This Agreement may be amended during its term by mutual agreement.

### **ARTICLE 24: JOB POSTINGS**

2401 The Clinic agrees that all vacancies in new or existing classifications within the scope of this Agreement will be posted on the Departmental or Association bulletin board for not less than five (5) calendar days. The notice shall set out the classification, title (if applicable), rates of pay, current and/or anticipated starting and quitting times.

2402 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 ability.

2403 All promotions and transfers shall be subject to a three (3) month trial period during which the employee shall have the right to return to her former position and rate of pay if the promotion or transfer proves unsuccessful.

### **ARTICLE 25: WEEKEND PREMIUMS**

2501 A weekend premium of forty-five cents (\$.45) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 on the Saturday and 2400 hours on the following Sunday.

2502

a) Weekend premiums will not be payable while an employee is on stand-by or called back to work.

b) Weekend premiums will not be included in the calculation of overtime rates.

#### **ARTICLE 26: PERSONNEL FILE**

2601 Employees shall have the opportunity to examine their file on request. Except in extenuating circumstances, such request shall be made to the Clinic in writing one day in advance, and limited to one request every six months. The Clinic will arrange with the employee the time and place that the file will be made available. Only one (1) such file shall be kept.

#### **ARTICLE 27: EMPLOYEE/MANAGEMENT ADVISORY COMMITTEE**

2701 The Clinic and the Association agree to cooperate in the formation and operation of a joint Labour Management Committee. The Committee shall consist of up to three (3) employee representatives and up to three (3) representatives of the Clinic. The Chair will alternate between the Clinic and employee representatives for each meeting.

2702 The Committee shall meet at the written request of either party with five (5) days advance notice being given or shall meet at least once every six (6) months. A meeting agenda and minutes will be prepared and circulated by the presiding Chair. Employees shall suffer no loss of basic pay for time spent in such meetings.

2703 The purpose of the Committee shall be:

- a) To provide fuller understanding and confidence between employees and the Clinic;
- b) To discuss workplace issues affecting employees and the Clinic;
- c) To make Association Staff Representatives aware of the benefit programs and to discuss such programs.

2704 The Clinic agrees to implement a Workplace Safety and Health Committee in order to maintain a safe working environment.

#### **ARTICLE 28: JOB SHARING**

2801 Job Sharing arrangements are subject to the approval of the Clinic and the Association and shall be documented and signed by the job sharing employees, the Clinic and the Association.

**ARTICLE 29: NOTICE OF TERMINATION OF EMPLOYMENT**

2901 Employment may be terminated voluntarily by an employee by giving one (1) pay period of notice in writing exclusive of any vacation due.

2902 Employment may be terminated with less notice or without notice:

a) by mutual agreement between the employer and the employee by giving one (1) pay period of notice in writing exclusive of any vacation due.

b) during the employee's probationary period.

c) when an employee is discharged for just cause and not re-instated.

d) where the employer issues payment of basic salary equivalent to the period of notice not given.

**In Witness Whereof the Parties Have Hereunto Executed This Agreement the Day Below Written**

Signed this \_\_\_\_\_ day of August, 2013

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the Manitoba Association  
of Health Care Professionals

for The Clinic



## **SCHEDULE "A"**

**Winnipeg Clinic**  
(425 Management Limited Partnership)

### **TECHNOLOGIST I - X-RAY**

	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.
<b>January 1,2013</b>	<b>24.90</b>	<b>26.05</b>	<b>27.24</b>	<b>28.52</b>	<b>29.85</b>	<b>31.24</b>
<b>April 1, 2013</b>	<b>25.58</b>	<b>26.76</b>	<b>27.99</b>	<b>29.30</b>	<b>30.67</b>	<b>32.09</b>

### **TECHNOLOGIST II**

<b>January 1, 2013</b>	<b>26.64</b>	<b>27.86</b>	<b>29.13</b>	<b>30.51</b>	<b>31.95</b>	<b>33.47</b>
<b>April 1, 2013</b>	<b>27.37</b>	<b>28.62</b>	<b>29.93</b>	<b>31.35</b>	<b>32.83</b>	<b>34.38</b>

NOTE: There will be a \$200.00 signing bonus for full and part time employees employed on the date of ratification.

## **SCHEDULE "B"**

An additional \$100.00 per month will be paid to Technologists having an A.C.R. or B.Sc. /R.T. provided this is a requirement for the function they are performing in the Radiology Department. This requirement is determined by a job description approved by the Radiology Director.

**SCHEDULE "C"**

Presented by \_\_\_\_\_ Date \_\_\_\_\_

To \_\_\_\_\_ Personnel Officer \_\_\_\_\_

STATEMENT \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee's Signature \_\_\_\_\_

Association Representative's Signature \_\_\_\_\_

Personnel Officer's Disposition \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Date answers given to employee  
or Association Representative \_\_\_\_\_

List generally the facts; if more space is required, use reverse side or an extra sheet. Make out two copies. The Original copy to be presented to Personnel Officer, second copy to be retained by employee or Association Representative.

Memorandum of Understanding Supplementary  
To The Collective Agreement  
between  
Winnipeg Clinic  
And  
The Manitoba Association of Health Care Professionals

1. When a full-time position is posted, two (2) employees may apply to 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, or goes on an extended leave of absence, and provided 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 this 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 17.

Signed this \_\_\_\_\_ of August, 2013

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For The Association

\_\_\_\_\_

For The Clinic

**Winnipeg Clinic Partnership**

**Special Agreement with Employees Sharing a Position**

We, \_\_\_\_\_ and \_\_\_\_\_ agree to share "twin" a full-time position commencing \_\_\_\_\_.

We understand that if either one of us resigns from this position, or goes on an extended leave of absence, the other has the option of applying for the full-time position. We understand that if the remaining employee does not wish to apply for the full-time position, the terms of the Collective Agreement and the Memorandum of Understanding will apply.

We agree to work all necessary shifts during the vacation of the other half of the shared position.

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

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

\_\_\_\_\_  
Date

Employee's Signature \_\_\_\_\_

Employee's Signature \_\_\_\_\_

Special Agreement with Employees Sharing a Position

**Letter of Understanding to the Collective Agreement**

**Between**

**Winnipeg Clinic**

**And**

**Manitoba Association of Health Care Professionals**

**Regarding Application Of Article 602**

Employees Working Less Than 37 1/2 Hours Per Week Shall Be Offered Any Additional Hours By Seniority, As And When These Are Available, Up To A Maximum Of 37 1/2 Hours Per Week, Before Any Of These Additional Hours Can Be Offered To Casual Employees, Or New Employees.

Signed This \_\_\_\_\_ Day of August, 2013

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**On Behalf Of the Association**

**On Behalf Of the Clinic**

Memorandum of Understanding

Between

Winnipeg Clinic

And

Manitoba Association of Health Care Professionals

Whereas the Association is concerned about the loss of jobs due to the potential closure of the Employer's X-Ray Department;

And whereas the Province of Manitoba continues to explore Health Care Reform;

And whereas the Employer wishes to keep the union advised as to future developments regarding potential closure of the Laboratory;

1. The Employer agrees to notify the Association and the employees once they are advised of any plan on the part of the Manitoba Health or Manitoba Health Services Commission (or its successor) to close the Employer's Laboratory.
2. The Employer further agrees to discuss and explore the feasibility of applying for membership in the Provincial Health Care Labour Adjustment Committee.

Signed this \_\_\_\_\_ day of August, 2013

_____	_____
_____	_____
_____	_____
_____	_____

**For the Association**

**for the Clinic**