

COLLECTIVE AGREEMENT

Between

WINNIPEG CLINIC MEDICAL CORPORATION

and

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**

For the Period April 1, 2022 to March 31, 2026

Manitoba Association of Health Care Professionals
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Please note
Changes made to the Collective Agreement in the **2022** round of
bargaining are in **bold** type.

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This Agreement Made In Duplicate This 17th Day of August, 2022

BETWEEN:

THE MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS

(Herein called the "Association")

- and -

Winnipeg Clinic Medical Corporation

(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 The Clinic recognizes the Association as the exclusive bargaining agent for all Respiratory Therapist classification employed by the Winnipeg Clinic Medical Corporation except those excluded by the Act, as defined in the Manitoba Labour Board Certificate Number MLB – 7278.
- 103 All current full time, part time, and casual employees and all newly hired Registered Respiratory Therapists shall be covered by all terms of the current collective agreement between the parties except where specifically noted.
- 104 The Supervisor of the Respiratory Therapists, which position is agreed to be outside the scope of the bargaining unit, shall be entitled to do work that is the same work that is performed by the bargaining unit. The employer shall remit union dues to the association for all hours the Supervisor works whether such work is Respiratory Therapist work or other duties. The Supervisor shall not have any rights, benefits or seniority under the Collective Agreement.
- 105 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 25 of this Agreement.
- 106 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.
- 107 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.
- e) RRT – means Registered Respiratory Therapist certified and currently registered with MARRT
- f) MARRT – means the Manitoba Association of Registered Respiratory Therapists
- g) CACPT – means Canadian Association of Cardio-Pulmonary Technologists
- 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 and 102.
- 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 Pulmonary Technician – An employee who performs certain specialized procedures as determined by the Supervisor, where the degree of independence will increase proportionately to the employee's increased demonstrated proficiency.

- 212 Pulmonary Technologist – An employee who possesses 2 years' experience as a Pulmonary Technician or equivalent; and has successfully completed the CACPT national examination.**

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 12. 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 12, on a scheduled and recurring basis.**
- 304 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.**

ARTICLE 4: TEMPORARY EMPLOYEE

- 401 A term employee hired to replace a permanent employee:**
- a) shall be entitled to exercise her seniority rights to apply for positions posted prior to the expiration of her term of employment;**
 - b) may be required to complete the term of employment for which she was engaged before being considered for the position;**
 - c) may be required to complete a further probationary period upon being awarded a permanent or new term position.**
 - d) 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.**

- e) shall have seniority rights in matters of demotion, layoff or recall only in respect to other term employees.
- f) 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.
- g) 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.

402 Term Employee

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.

ARTICLE 5: CASUAL EMPLOYEE

501 Casual Employee is 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 **six percent (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 13
- 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 24.
- 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 25 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 1001.
- i) **Casual employees shall be provided with a minimum of forty-eight (48) hours' notice of a shift cancellation, when possible, unless unforeseen circumstances arise.**

ARTICLE 6: PART TIME EMPLOYEE

- 601 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 2003.
- 602 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.
- 603 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.
- 604 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 12.
- 605 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.

ARTICLE 7: OCCUPATIONAL CLASSIFICATIONS

- 701 a) In the event that the Employer creates a new classification, or alters an existing classification, the wage rate for such classification shall be established by the Employer with notification to the Association and affected employees. Written notice of objection must be given to the Employer by the Association within forty-five (45) calendar days after the notification above or such classification and wage rate shall be considered approved and shall form part of the Agreement.
- b) Where the Association objects to the wage rate for a new or altered classification established by the Employer, as referenced in a) above, the parties shall commence negotiations and attempt to reach agreement as to an appropriate salary range within thirty (30) days. Failing such agreement, the matter shall be referred to arbitration in accordance with Article 25 – Grievance Procedure.
- c) Any dispute as to whether the new or altered classification falls within the bargaining unit shall be referred to the Manitoba Labour Board for determination.
- 702 The Employer agrees to provide the Association with a current copy of job descriptions for all classifications which fall within the scope of this Agreement within sixty (60) days of signing.

ARTICLE 8: MANAGEMENT RIGHTS

- 801 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.
- 802 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.
- 803 The Clinic agrees to discuss in advance with the Association all matters which significantly affect their security of employment or working conditions.

ARTICLE 9: SALARIES

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

- 902 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.
- 903 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.
- 904 Upon promotion, an employee shall receive a salary applicable to their new classification, which provides for an increase of at least **five percent (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.
- 905 Promotion means a change of employment from a lower salary classification to a higher salary classification within the scope of this Agreement.
- 906 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days following termination.
- 907 Salaries shall be quoted in terms of the gross bi-weekly rates and hourly rates.
- 908 Equivalent gross hourly rates shall be calculated as follows:

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

- 909 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 **fifty dollars (\$50.00)** less than the approved Technologist's scale as set out in Schedule "A" attached hereto; however, upon attaining his R.T., the **fifty dollars (\$50.00)** per month will be retroactive to the initial date of obtaining same.
- 910 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.

911 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) years' 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.

ARTICLE 10: SENIORITY

1001 Subject to the provisions of clauses 1002, 1003, and 1004, seniority shall be defined as the total accumulated hours paid from the last date that the full-time or part-time employee was hired by the Clinic. **Seniority shall be the governing factor** in cases of promotion, vacancy selection, vacation selection, layoff and recall. Seniority accumulated prior to February 15, 1995 for the Diagnostic Imaging employees and December 20, 2017 for the Respiratory Therapists shall be retained.

1002 Seniority of an employee will be retained and accrue during:

- a) any period of paid leave of absence or income protection,
- b) absence on MPI, and Long Term Disability for up to two (2) years,
- c) unpaid leave of absence of four (4) weeks or less.
- d) maternity, parental or adoption leave of absence.

1003 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 two (2) years but not more than five (5) years,
- c) layoff of **eighteen (18)** weeks or less.

1004 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.

1005 Employer shall provide the Association with a list of employees within the bargaining unit, showing their names, addresses, classification, date employment commenced, seniority, income protection accumulation, vacation entitlement, anniversary date and main contact information once annually to MAHCP on January 15 to info@mahcp.ca

ARTICLE 11: VACANCIES, TERM POSITIONS AND NEW POSITIONS

- 1101 Employer shall provide all job postings to MAHCP within **seven (7)** days of posting the position. Within **thirty (30)** days of the posting being awarded the employer shall forward a list of all changes to employee statuses, listing all new hires including but not limited to names, addresses, classification, rate of pay, terminations, resignations, retirements and any and all other changes to bargaining unit compliment to info@mahcp.ca.
- 1102 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.
- 1103 **In a selection process where there are external applicants and the selection criteria are relatively equal amongst applicants, preference shall be given to employees presently in the employ of the Employer who have submitted a written application for the vacant, term or new position.**
- 1104 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 12: HOURS OF WORK AND SHIFT SCHEDULES

- 1201 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.
- 1202 It is understood and agreed that except as hereinafter expressly provided, the work week shall not exceed **thirty-seven and one half (37 1/2)** hours.
- 1203 A meal period of one (1) hour's duration to be scheduled by the employer during each regular working day.
- 1204 A rest period of twenty (20) minutes shall be scheduled by the employer during each continuous three (3) hour period of duty.
- 1205 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.
- 1206 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.

1207 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.

1208 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.

1209 No employee shall have their shift cancelled or be sent home without pay for lack of work where work remains.

ARTICLE 13: OVERTIME

1301 All overtime must be approved in advance and in writing by the **Financial Controller** or the **CEO** of the Winnipeg Clinic.

1302 Overtime shall be deemed to mean any authorized time worked in excess of the normal hours of work in each day.

1303 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 (1) day,

c) two and one half (2 1/2) times the basic rate for all time worked on a general holiday.

1304 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.

1305 There will be no payment for occasional overtime or deduction for occasional tardiness of less than fifteen (15) minutes in a day.

ARTICLE 14: STANDBY AND CALLBACKS

1401 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.

1402 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.

1403 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.

1404 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 15: EMERGENCY/DISASTER

1501 The importance of disaster plan exercises and fire drills is mutually acknowledged by the Employer and the Association, and to this end, participation of all employees is encouraged. Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 13.

1502 Where an employee cannot arrive as scheduled at the Worksite due to whiteout/blizzard conditions as declared by Environment Canada or due to road closures as declared by police agencies or Manitoba Infrastructure and Transportation, the employee may be rescheduled if the employer determines that alternate work is available and that it can be rescheduled during the

following two (2) consecutive bi-weekly pay periods. Where the rescheduling of such alternate work cannot be accommodated or the employee chooses not to be rescheduled, she/he may take the time from banked time which includes banked overtime, General Holidays or vacation.

ARTICLE 16: SHIFT PREMIUM AND WEEKEND PREMIUM

1601 A weekend premium of two dollars (\$2.00) per hour shall be paid to an employee for all hours actually worked on any shift where the majority of hours on that shift fall between 0001 on the Saturday and 2400 hours on the following Sunday.

1602 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 17: ANNUAL VACATION

1701 Annual vacations shall be earned during the period between April 1st and March 31st. Notwithstanding the dates of the vacation year, vacation entitlement shall be calculated as at the end of the last full pay period of the vacation year.

1702 Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:

- Fifteen (15) working days per year commencing in first (1st) year of employment**
- Twenty (20) working days per year commencing in fourth (4th) year of employment**
- Twenty-five (25) working days per year commencing in eleventh (11th) year of employment**
- Thirty (30) working days per year commencing in twenty-second (22nd) year of employment**

1703 An employee who has not completed one (1) year's continuous employment as of March 31st shall be granted a pro-rata vacation.

1704 Annual vacation will not be reduced as a result of a paid leave of absence, or unpaid leave of absence of four (4) weeks or less.

1705 The whole of the calendar year shall be available for the taking of annual vacation.

- 1706** If a Statutory Holiday occurs during an employee's vacation, the employee shall have the opportunity to take an additional day of paid vacation.
- 1707** 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.
- 1708** 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 18: INCOME PROTECTION

- 1801** 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:
- 1802** The Clinic agrees to recognize income protection credits accumulated in the employ of the Winnipeg Clinic prior to the signing of this Agreement.
- 1803** Full-time employees shall accumulate income protection credits at the rate of one and a quarter day (1.25) for every complete month, up to a maximum of one hundred twenty (120) day.
- 1804** Part-time employees shall accumulate income protection credits on a pro-rata basis of hours worked compared to full-time employees.
- 1805** The Clinic may recover sick leave benefits paid to a probationary employee if she terminates before completion of such probationary period.
- 1806** 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.
- 1807** 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.
- 1808** Income protection shall be effective from the date of commencement of employment and accumulative.
- 1809** 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.

1810 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.

1811 Upon retirement, an employee with **twenty (20)** years of service shall be entitled to receive a pay-out of **twenty percent (20%)** of unused sick time. This amount will be increased by **one percent (1%)** per year beyond **twenty (20)** years of service to a maximum of **twenty five percent (25%)** of unused sick time.

ARTICLE 19: BEREAVEMENT LEAVE

1901 An employee shall be granted up to **five (5) consecutive working days, one which shall include the date of the funeral, as paid bereavement leave** in the event of death of a member of the employee's immediate family.

For the purpose of this Article, immediate family shall constitute a spouse, common-law spouse, child, grandchild, parent, grandparent, step/foster parent, sibling, spouse's parent, spouse's grandparent, spouse's sibling, fiancé, or any other relative who has been residing in the employee's household. The employee shall immediately notify the Clinic of their requirement to access this benefit.

An employee can retain and utilize one of these days if the funeral has been deferred to a later date and bereavement 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. These provisions shall also apply to Article 1902.

1902 An employee shall be eligible for up to **three (3) consecutive working days, one day of which shall include the date of the funeral, as paid bereavement leave of absence upon the death of a member of the employee's extended family. For the purpose of this Article, extended family shall constitute an aunt, or uncle or first (1st) cousin, or niece or nephew. The employee shall immediately notify the Clinic of their requirement to access this benefit.**

1903 Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer or mourner.

1904 Bereavement leave may be extended where travel is required, or at the Clinic's discretion for other reasons.

1905 Family 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.

1906 Family 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 20: GENERAL HOLIDAYS

2001 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
Canada Day	Thanksgiving Day
Victoria Day	Remembrance Day
Terry Fox Day	Christmas Day
New Year's Day	Boxing Day
Louis Riel Day	Truth and Reconciliation Day

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

2002 In addition to the foregoing General Holidays named in 2001, 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.

2003 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 **one (1) or two (2)**, she will receive **five percent (5%)** of the employee's total wages, excluding overtime wages, for the **four-week (4)** period immediately preceding the holiday.

2004 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.

2005 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 2001 and 2002.

ARTICLE 21: RESPONSIBILITY PAY

- 2101** 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 **two dollars (\$2.00)** per hour for all hours worked.
- 2102** Relief duties shall not exceed six (6) weeks. Any period over six (6) weeks shall be treated as a temporary promotion.
- 2103** 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.
- 2104** Applicable to Respiratory Therapist only:
During shifts where the manager is not present, the most senior employee shall be paid a Supervisor Premium – of two dollars (\$2.00) per hour.

ARTICLE 22: PARENTING LEAVE

- 2201** Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

Employees will be eligible to receive compensation from Employment Insurance (EI) through the Government of Canada. Employees should also note that there is a one (1) week waiting period while waiting for EI benefits.

(a) Maternity/Parental Leave

An employee shall receive Maternity Leave of up to seventeen (17) weeks and Parental Leave of up to sixty-three (63) weeks without pay, subject to the following conditions:

- (i)** an employee must have completed seven (7) consecutive months employment at the intended date of leave unless otherwise agreed to by the Employer.
- (ii)** A written request must be submitted not later than the end of the twenty-second week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii)** In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.

- (iv) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

(b) Parental Leave -Paternity

An employee shall receive Parental Leave of up to a maximum sixty-three (63) weeks without pay, subject to the following conditions:

- (i) Be the natural father or mother of a child and assumes actual care and custody of the child.
- (ii) Have completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) Submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the days specified in the application as the day on which the employee intends to commence the leave.
- (iv) A parental leave must commence not later than 18 months after the date on which the child is born or comes into the care and custody of the employee.
- (v) Parental Leave must be completed no later than sixty-three (63) weeks after it began.

(c) Parental Leave - Adoption

An employee shall receive Parental Leave of up to sixty-three (63) weeks without pay, subject to the following conditions:

- (i) An employee must adopt a child under the laws of the province.
- (ii) An employee has completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) Submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the days specified in the application as the day on which the employee intends to commence the leave.

- (iv) **A parental leave must commence not later than 18 months after the date on which the child is adopted or comes into the care and custody of the employee. Parental Leave must be completed no later than sixty-three (63) weeks after it began.**
- (d) **An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her/his return. On return from Maternity and/or Parental Leave, the employee shall be reinstated to the position the employee occupied when the leave began or to a comparative position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.**
- (e) **An employee may end her/his Parental Leave earlier than the sixty-three (63) weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or Parental Leave, the employee shall be placed in her/his former classification at the same increment step.**

ARTICLE 23: LEAVES OF ABSENCE

- 2301** 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.
- 2302** 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.
- 2303** 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.
- 2304** 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.

2305 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.

2306 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.

2307 Subject to the prior approval of the CEO, 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 **two hundred dollars (\$200.00)** upon successful completion of the course. Proof of successful completion will be required.

2308 Compassionate Care Leave

(a) An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.**
- (ii) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.**
- (iii) An employee may take no more than two (2) periods of leave, totalling no more than twenty-eight (28) weeks, which must end no later than fifty-two (52) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.**

(b) For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:

- (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:**
 - (A) The day the certificate is issued; or**
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and**
- (ii) The family member requires the care or support of one (1) or more family members.**

(c) The employee must give the Employer a copy of the physician's

certificate as soon as possible.

(d) A family member for the purpose of this Article shall be defined as:

- (i) A spouse or common-law partner of the employee;**
- (ii) A child of the employee or a child of the employee's spouse or common-law partner;**
- (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;**
- (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.**

(e) An employee may end their compassionate leave earlier than the expiry of twenty-eight (28) weeks by giving the Employer at least forty-eight (48) hours notice.

Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

(f) For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.

(g) Subject to the provisions of Article 18 an employee may apply to utilize income protection to cover part of the one (1) week Employment Insurance waiting period.

(h) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

2309 Critical Illness Leave

An employee shall receive a leave of absence without pay related to providing care or support to a critically ill adult who is a family member with a life-threatening illness or injury up to seventeen (17) weeks within a fifty-two (52) week period.

Critical Illness Leave will be considered as an approved Leave of Absence subject to the following:

(a) An employee is entitled to Critical Illness Leave when she has been employed by the Winnipeg Clinic for at least ninety (90) days.

(b) Upon request, the employee shall provide reasonable verification of the necessity of the leave.

For an employee to be eligible for leave a physician must issue a certificate:

- (i) Stating that the adult is a critically ill adult and requires the care or support of the employee; and**
- (ii) Setting out the period during which the adult requires that care or support.**

(c) For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.

(d) An employee may choose to take the leave intermittently or in one continuous period. However, when an employee elects to take the leave intermittently, the periods shall not be less than one (1) week in length, unless by mutual consent of the employee and the Employer. A leave must end no later than fifty-two (52) weeks after the day the first period of leave began.

(e) An employee may elect to end the leave early, with written notice to the Employer of at least one (1) pay period, unless there is a mutual agreement to end the leave sooner.

(f) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

2310 Critical Illness Leave (Child)

An employee shall receive a leave of absence without pay related to critical illness of a child for up to thirty-seven (37) weeks within a fifty two (52) week period to provide care or support for a critically ill child who is under eighteen (18) years old.

Critical Illness of a Child Leave will be considered as an approved leave of absence. Subject to the following:

- (a) An employee is entitled to Critical Illness of a Child Leave when she has been employed by the Winnipeg Clinic for at least thirty (30) days of employment and are a parent of a critically ill child under eighteen (18) years old.**
- (b) A parent for the purpose of this Article shall be defined as:**
 - (i) A parent of a child;**
 - (ii) The spouse or common-law partner of a parent of a child;**
 - (iii) A person with whom the child was placed for the purposes of adoption; (iv) The guardian or foster parent of a child; or**
 - (v) A person who has the care, custody or control of a child and is considered to be like a close relative, whether or not they are related.**
- (c) Upon request, the employee shall provide reasonable verification of the necessity of the leave. For an employee to be eligible for leave, a physician must issue a certificate:**
 - (i) Stating that the child is a critically ill child and requires the care or support of the employee; and**
 - (ii) Setting out the period during which the child requires that care or support.**
- (d) For the purpose of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.**
- (e) An employee may elect to end the leave early, with written notice to the Employer of at least one (1) pay period, unless there is a mutual agreement to end the leave sooner.**
- (f) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.**

2311 Interpersonal Violence Leave

An employee is eligible for Interpersonal Violence Leave for any of the following purposes:

- (a) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by interpersonal violence;**
- (b) To obtain services from a victim services organization;**

- (c) To obtain psychological or other professional counselling;
- (d) To relocate temporarily or permanently;
- (e) To seek legal or law enforcement assistance, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence;
- (f) Any other prescribed purpose.

An employee who has been employed by the Winnipeg Clinic for at least ninety (90) days and is a victim of interpersonal violence is entitled to the following leave in a fifty-two (52) week period:

- (a) Leave of up to ten (10) days, which the employee may choose to take intermittently or in one continuous period;
- (b) Leave of up to seventeen (17) weeks to be taken in one continuous period;
- (c) For either (a) or (b) above, up to five (5) days are Employer paid leave, at the designation of the employee when requesting the leave. An employee can take (a) or (b) in any order that meets their individual circumstances.
- (d) Employees whose regular hours of work or wages vary are entitled to be paid five percent (5%) of their total regular wages in the four (4) weeks immediately prior to the day of the leave.
- (e) For the purposes of pension and other benefits, the employment of an employee with the same Employer before and after a leave under this Article is deemed to be continuous.
- (f) Upon requesting leave under this Article, the Employer may request the employee to provide reasonable verification of the necessary leave.
- (g) Employees shall be returned to the position they occupied prior to the start of the leave. If the position is no longer available, the Employer shall give the employee a similar position with not less than the wages and any other benefits earned by the employee immediately before the leave began.

ARTICLE 24: ASSOCIATION SECURITY

2401 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.

2402 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.

2403 The Clinic agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.

2404 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.

2405 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.

2406 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.

2407 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.

2408 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.

2409 **Association Leave:**

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

ARTICLE 25: GRIEVANCE PROCEDURE

Should a grievance arise between the Clinic and the employees or the Association 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:

- 2501 The employee and their supervisor shall first attempt to resolve the dispute by means of discussion.**
- 2502 Unless dismissed or suspended by the Clinic, the employee shall continue to work in accordance with the agreement until such time that such grievance is settled by means of negotiating between the representatives of the Clinic and the Association.**
- 2503 Steps of the Grievance Procedure**
Any employee, the Association or the Clinic may present a grievance. Any grievance which is not presented within seven (7) calendar days following the event giving rise to such grievance or within seven (7) calendar days following the event giving rise to a discharge grievance, shall be forfeited and waived by the aggrieved party.
- 2504 All grievances shall be submitted in writing.**
- 2505 Within seven (7) calendar days after the incident giving rise to the grievance, the employee or the Association, shall submit a written grievance with the Supervisor.**
- 2506 Failing satisfactory resolution after seven (7) calendar days, the grievance may be submitted in writing to the Chief Executive Officer or, in the absence of the CEO, the Financial Controller or designate within four (4) calendar days thereafter.**
- 2507 The Clinic's representative(s) will meet with the Association within fourteen (14) calendar days to hear the grievance. The Clinic's representative(s) will respond to the Union, in writing, within fourteen (14) calendar days following the meeting.**
- 2508 If a satisfactory settlement cannot be reached, then upon request of either party, within ten (10) calendar days of receiving the final, written decision from either party, the matter may then be referred to a Board of Arbitration to be composed of one nominee appointed by the Clinic and one by the Association, with such appointments to be made within ten (10) calendar days of such reference. The two nominees so appointed shall within fourteen (14) calendar 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.

- 2509 Should the two (2) appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two (2) arbitrators shall forthwith apply to the Chief Justice of the Court of Queen's Bench to select a Chairman.**
- 2510 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.**
- 2511 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.**
- 2512 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.**
- 2513 The Board of Arbitration shall not have the jurisdiction to rewrite the provisions of this Agreement**

ARTICLE 26: SAFETY, HEALTH AND WELFARE

- 2601 The Employer shall arrange for a pension plan, group life insurance plan, long term disability plan, health and welfare benefits and dental plan for its employees. Employees shall be eligible and/or required to join these plans in accordance with the terms and conditions of each plan.**
- 2602 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 one thousand three hundred dollars (\$1,300.00) per person per year. The Clinic shall pay 70% of all eligible basic claims and fifty percent (50%) of eligible major and orthodontic claims.**
- 2603 All full-time and part-time employees who have completed their probationary period shall be eligible for a uniform allowance of two hundred seventy-five dollars (\$275.00) per calendar year. Casual employees shall receive the uniform allowance on their anniversary date after completing one (1) year of service with the employer and worked an average of one (1) day per week.**

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.

2604 Life Insurance - Each eligible employee shall be entitled to fully paid group life insurance coverage as follows:

1) Employees without Dependents

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 Dependents

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.

2605 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.

2606 The Clinic agrees to maintain working conditions which are conducive to the safety and health of its employees.

2607 For the purposes of this Article, dependant shall be as deemed under the Canada Income Tax Act.

2608 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.

2609 Employer shall provide blue cross coverage to all employees.

2610 The Employer shall provide the Association with a copy of all employee health and welfare benefit master plan text and amendments.

ARTICLE 27: DISCIPLINE AND DISCHARGE

- 2701** The employer shall not discipline or dismiss any employee bound by this agreement except for just cause.
- 2702** 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.
- 2703** An employee shall be accompanied or represented by the Association representative at all stages of the Grievance/Arbitration procedure.
- 2704** 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.
- 2705** An employee subject to disciplinary action shall, after four (4) years from the date of the disciplinary measure was initiated, may request in writing that her record be cleared of that disciplinary action, provided the Employee has not accumulated any additional disciplinary actions. The employer shall confirm in writing to the employee that such documentation has been removed.
- 2706** 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.
- 2707** When it becomes necessary to interview an employee with respect to a situation which may give rise to discipline or to take disciplinary action, the employee will be represented by the Union at any meetings held unless the employee refuses such representation.

ARTICLE 28: JOB SECURITY

- 2801** A layoff shall be defined as a reduction, in any multiple, of an employee's hours of work.
- 2802** 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.

2803 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.

2804 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.

2805 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.

2806 Any employee affected by Article 2803 and/or 2805 shall be given written notice of two (2) weeks per complete year of service, with a minimum notice of one pay period, maximum of three (3) 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 29: TECHNOLOGICAL CHANGE

2901 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.

ARTICLE 30: NOTICE OF TECHNOLOGICAL CHANGE

3001 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 (90)** days before the date on which the change is to be effected.

- ii) Employer agrees that should there be the addition of new major medical equipment directly related to patient care, unfamiliar to employees, those employees expected to use the new equipment shall receive training on the specific equipment prior to using the equipment on the job.

3002 Contents of notice

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.

3003 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 3001 to the bargaining agent bound by the collective agreement on the day on which the award is made and Article 3001 applies *mutatis mutandis*.

3004 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 3001, 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 3004 a) finds in its award that the employer has effected or proposes, within ninety (90) 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 3001 on the day on which the award is made and 3001 applies mutatis mutandis.

3005 Application of Articles 3002, 3003 and 3004.

Articles 2502 and 2503 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 3001
- i. not less than four (4) 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 (4) 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 3002, 3003 and 3004 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 31: NOTICE OF TERMINATION

3101 Employment may be terminated voluntarily by an employee by giving one (1) pay period of notice in writing exclusive of any vacation due.

3102 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.

ARTICLE 32: COMMITTEES

3201 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.

3202 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.

3203 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.

3204 The Clinic agrees to implement a Workplace Safety and Health Committee in order to maintain a safe working environment.

3205 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 33: JOB SHARING

3301 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 34: TERM OF AGREEMENT

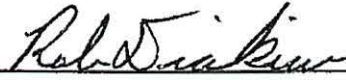
3401 This Agreement and all of its provisions shall be effective from and retroactive to and including the first (1st) day of **April 2022 A.D.**

3402 This Agreement shall be in full force and effect until the **thirty first (31st) day of March 2026 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 2026** of their intention to negotiate a revised Agreement for the period commencing on the **first (1st) day of April 2026** and such negotiations shall commence within thirty (30) days after notice has been given.

3403 This Agreement may be amended during its term by mutual agreement.

In witness whereof the parties have hereunto executed this agreement the day below written.

Signed this 17th day of August, 2022



For the Manitoba Association
of Health Care Professionals

for The Clinic

**Memorandum of Understanding #1
Between**

**Winnipeg Clinic
And
The Manitoba Association of Health Care Professionals**

Re: Job Share

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 (1/2) of the rotation and she will be allowed to do so if another employee is willing to work the other half (1/2) 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 28.

Signed This 17th Day of August, 2022



On Behalf Of the Association

On Behalf Of the Clinic

Memorandum of Understanding #2
Between

Winnipeg Clinic
And
The Manitoba Association of Health Care Professionals

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

Memorandum of Understanding #3
Between

Winnipeg Clinic
And
The Manitoba Association of Health Care Professionals

Regarding Application Of Article 604

Employees working less than thirty-seven and one half (37 ½) hours per week shall be offered any additional hours by seniority, as and when these are available, up to a maximum of thirty seven and one half (37 ½) hours per week, before any of these additional hours can be offered to casual employees, or new employees.

Signed This 17th Day of August, 2022



On Behalf Of the Association

On Behalf Of the Clinic

Memorandum of Understanding #4
Between

Winnipeg Clinic
And
The Manitoba Association of Health Care Professionals

Re: PHLAC

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 17th day of August, 2022



For the Association

for the Clinic

Memorandum of Understanding # 5
Between
Winnipeg Clinic
And
The Manitoba Association of Healthcare Professional
Re:
Limitation of Work Performed by Non-Members of Bargaining Unit

The Clinic agrees that employees who are not covered in the Bargaining Unit as stipulated in Article 2 shall not perform any work or duties that are normally performed by a member of the Bargaining Unit, except in cases of emergency, or when determined to be essential. Any such arrangement involving work being performed by employees who are not covered in the Bargaining Unit is to be temporary.

The Clinic will meet and discuss with the Union before contracting out any of the work performed by members of the Bargaining Unit. The Clinic agrees it will not contract out work for any period in excess of two (2) months. Any extension in excess of two (2) months requires consent of the Union.

Signed this 17th day of August, 2022



For the Association

for the Clinic

SCHEDULE "A"

Winnipeg Clinic

TECHNOLOGIST I - X-RAY

	Start	1 Yr.	2 Yr.	3 Yr.	4 Yr.	5 Yr.	6 Yr.
July 1, 2021	29.20	32.18	33.50	35.07	36.70	38.41	
July 1, 2022	29.78	32.82	34.17	35.77	37.43	39.18	
July 1, 2023	30.38	33.48	34.85	36.49	38.18	39.96	
July 1, 2024	30.98	34.15	35.55	37.22	38.94	40.76	
July 1, 2025	31.60	34.83	36.26	37.96	39.72	41.58	
July 1, 2026	32.23	35.53	36.99	38.72	40.51	42.41	

TECHNOLOGIST II - DI

July 1, 2021	33.11	34.49	35.93	37.52	39.29	41.16	
July 1, 2022	33.77	35.18	36.65	38.27	40.08	41.98	
July 1, 2023	34.46	35.88	37.38	39.03	40.88	42.82	
July 1, 2024	35.15	36.60	38.13	39.81	41.70	43.68	
July 1, 2025	35.85	37.33	38.89	40.61	42.53	44.55	
July 1, 2026	36.57	38.08	39.67	41.42	43.38	45.44	

RESPIRATORY THERAPIST

July 1, 2021	33.42	34.44	35.45	36.52	37.63	38.76	39.90
July 1, 2022	34.09	35.13	36.16	37.25	38.38	39.54	40.70
July 1, 2023	34.77	35.83	36.88	38.00	39.15	40.33	41.51
July 1, 2024	35.47	36.55	37.62	38.76	39.93	41.14	42.34
July 1, 2025	36.18	37.28	38.37	39.53	40.73	41.96	43.19
July 1, 2026	36.90	38.03	39.14	40.32	41.54	42.80	44.05

PULMONARY TECHNICIAN

July 1, 2022	31.72	32.91	34.13	35.28	36.44	37.62	
July 1, 2023	32.36	33.58	34.82	35.99	37.17	38.37	
July 1, 2024	33.01	34.25	35.52	36.71	37.91	39.14	
July 1, 2025	33.67	34.94	36.23	37.44	38.67	39.92	
July 1, 2026	34.34	35.64	36.96	38.20	39.44	40.72	

PULMONARY TECHNOLOGIST

July 1, 2021	33.42	34.44	35.45	36.52	37.63	38.76	39.90
July 1, 2022	34.09	35.13	36.16	37.25	38.38	39.54	40.70
July 1, 2023	34.77	35.83	36.88	38.00	39.15	40.33	41.51
July 1, 2024	35.47	36.55	37.62	38.76	39.93	41.14	42.34
July 1, 2025	36.18	37.28	38.37	39.53	40.73	41.96	43.19
July 1, 2026	36.90	38.03	39.14	40.32	41.54	42.80	44.05

SCHEDULE "B"

Applicable to Diagnostic Imaging Only:

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.