



COLLECTIVE BARGAINING AGREEMENT

Between

Dynacare

(Herein referred to as the “Lab”)

and

**MANITOBA ASSOCIATION OF HEALTH
CARE PROFESSIONALS**

(Herein referred to as the “Association”)

April 1, 2022 to March 31, 2026

Dynacare[®]

Laboratory and Health Services Centre

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PREAMBLE

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

WHEREAS the Association and the Lab desire to jointly promote the mutual well-being, development and security of its employees;

AND WHEREAS the Parties recognize that the business in which the Employer is engaged is highly competitive and that the Employer must be able to maintain an efficient, cost-effective operation to ensure the continued availability of quality health care services for its clients. The Parties also recognize that as part of the provision of its health care services the Employer must meet certain key performance indicators.

NOW THIS AGREEMENT WITNESSETH that the parties hereto, agree with each other as follows:

ARTICLE 1 - APPLICATION

1.01 The Lab recognizes the Association as the sole and exclusive bargaining agent for:

A technical unit consisting of all Medical Laboratory Technologists and Technicians, Cytology Technologists, Charge Technologists, Histology Technicians, Electrocardiology Technicians, and Team Leads, employed by Gamma-Dynacare Central Medical Laboratory Limited Partnership o/a Dynacare, in the City of Winnipeg, and the City of Brandon, in the Province of Manitoba, except those excluded by the Act.

1.02 If other classifications are added to the said bargaining unit, the parties agree to meet forthwith for the purpose of determining the rates of pay for such classifications. If the Lab and the Association are unable to agree within 90 days from the first negotiation meeting concerning this issue, then either

party may refer the issue to arbitration in accordance with the Grievance Procedure (Article 23).

- 1.03 A copy of this agreement shall be provided by the Association to each present employee and all future employees bound by this Agreement. The Association and the Lab will share equally all costs in connection with the printing and distribution of this Agreement. The Lab will indicate its requirements prior to printing. The cost to the Lab shall not exceed four hundred dollars (\$400.00), and a photocopy of the original invoice is to be provided by the Association to the Lab.
- 1.04 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2 - DEFINITIONS

- 2.01 Where the context so requires, he, she and him, her and his, hers and they, them, their terms (singular and plural) shall be considered interchangeable. Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth:
- 2.02 EMPLOYEE - An employee means a person employed by the Lab in a position which is included in the bargaining unit.
- 2.03 An employee will be advised whether she is full-time, part-time, temporary or casual at the time of her hire or upon any subsequent change to that status.
- 2.04 FULL-TIME EMPLOYEE – A full time employee who regularly works a minimum of thirty-five (35) hours per week will be standardized to a minimum of 37.5 hours per week. This will be implemented over the duration of the agreement, with appropriate notice as outlined in Art 8.06 and seniority shall be the governing factor by department.

For the Cytology Department, only

A full-time employee means an employee who has been hired before November 1, 2014, and who regularly works a minimum of forty (40) hours per week. All other full-time cytology employees shall have regular hours of thirty-five (35) hours per week. Over the duration of the agreement, and with appropriate notice as outlined in Art. 8.06, full time employees for the cytology department who regularly work a minimum of thirty-five (35) hours per work will be standardized to a minimum of 37.5 hours per week.

2.05 A Float Technician shall be defined as an employee who is specifically hired for the Float position to provide coverage for vacation, sick days, and leave of absences.

A Float position employee may be required to do the following:

- cover various shifts;
- move from location to location;
- accommodate last minute shift changes and location changes.

Float Technicians shall not be used by the Employer to replace what would normally be a permanent site-based position.

2.06 Casual employee means an employee who is called to work occasionally on an unscheduled day-to-day basis to replace or supplement regular staff.

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 8.07 (Shift and Weekend Premium).
- d) Casual employees required to work on a recognized holiday shall be paid at the rate of time

- and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 9 (Overtime).
 - f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
 - g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 22 (Association Security).
 - h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
 - i) Article 23, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
 - j) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
 - k) Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or temporary position.
 - l) Casual employees shall receive increments on the basis of one (1) increment upon completion of 1820 hours, in accordance with Article 6.01. Such increment shall be applied on the first day of the first pay period following completion 1820 hours.

2.07 TEMPORARY EMPLOYEE - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than fifty-two (52) weeks, unless covering for a maternity/parental leave, or mutually agreed by the Association and the Employer.

This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim. In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this agreement.

a) For situations related to WCB and/or illness and/or accident and/or Maternity/Parental Leave, Compassionate Care Leave or where there is a temporary vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said temporary position will expire upon the return of the current incumbent to his position, subject to a minimum of forty-eight (48) hours' notice. Any temporary positions directly resulting from the above procedure will be posted in the same manner.

b) A temporary employee or a permanent employee in a temporary position is required to complete the assigned term before being considered for another position within the bargaining unit, unless a permanent position is posted and awarded. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is entitled.

c) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position within the bargaining unit if that position is within a different discipline (laboratory) or specialized area of practice.

d) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.

e) A temporary employee who applies for or is awarded a posted position prior to the end of her period of temporary employment shall have her service connected for seniority purposes.

f) A temporary employee who is awarded a position and who commences employment within six (6) weeks of termination of their previous position will be entitled to transfer of benefits from their previous position to their new position as specified below:

- i) Length of employment applicable to next increment date;
- ii) Seniority credits.

g) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a term employee completes 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 temporary position.

2.08 PROBATIONARY EMPLOYEE

- 1) Probationary Employee is one who has not completed 450 regular hours (520 regular hours for Cytotechnologists) or six (6) months whichever is first. Until such time as an employee has completed his/her probationary period as herein provided, he/she may be subject to discharge without recourse to the grievance procedure.
- 2) The probationary period for any given employee may be extended for any period not exceeding three (3) months, after consultation with the Association.

2.09 EMPLOYER - The Employer is Dynacare.

- 2.10 "Basic rate", "Salary" or "Pay" means the amounts indicated in Schedule A hereto.
- 2.11 CSMLS means the Canadian Society of Medical Laboratory Sciences and CMLTM means the College of Medical Laboratory Technologists of Manitoba.
MLT (formally RT) means Medical Laboratory Technologist certified by and currently registered with the CSMLS.
- 2.12 Technologist means a graduate of an approved school of medical laboratory technology and/or an individual who has attained certification and is currently registered with the CSMLS and CMLTM.
- Technician means a person who has successfully completed a medical laboratory assistant program, or equivalent years of phlebotomy experience, or medical laboratory experience.
- 2.13 Association Representative means any official of the Manitoba Association of Health Care Professionals elected, appointed or hired by the Association to conduct the business of the Association. This includes Officers of the Association.
- 2.14 Member Advocate means an employee who is an official of the Association elected or appointed by the membership representing a commonality of working conditions that could include site, occupation and geographical setting.

ARTICLE 3 - PART-TIME EMPLOYEES

- 3.01 A part-time employee means a permanent employee who regularly works less than thirty-five (35) hours per week.

For the Cytology Department ONLY - a part-time employee means an employee who has been hired before November 1, 2014 and who regularly works less than forty (40) hours per week.

All other part-time Cytology employees shall have regular hours of less than thirty-five (35) hours per week.

- 3.02 Part-time employees shall be covered by all provisions of this agreement and will receive a pro-rata share of salary, annual vacation, income protection and general holidays.
- 3.03 A part-time employee who reports for work at the Lab's request, where the Lab has not made reasonable efforts to inform her that her shift is cancelled, shall be paid not less than three (3) hours' pay at her basic rate.
- 3.04 Any part-time employee who wishes to receive hours in addition to her regular schedule may so indicate in writing to the Manager, and, if available, will be considered using her seniority rights when additional, available shifts or hours are required.
- Part-time employees who make it known to the Lab 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 8.01.
- 3.05 Overtime shall be paid to part-time employees as per articles 8.01 and 9.02.
- 3.06 If an employee holds multiple part-time positions that are the equivalent to full-time hours, the employee may request and upon mutual agreement they to be moved to full-time status for the purpose of benefits, Vacation and Statutory Holidays.

ARTICLE 4 - CLASSIFICATIONS

- 4.01 Technician means a person who has successfully completed a medical laboratory assistant program, or equivalent years of

phlebotomy experience, or medical laboratory experience.

- Mobile Technician - one who performs Phlebotomy services outside of LHSC locations
- Float Technician - one whose LHSC location varies as per operational requirements

Histology Technician means an employee who performs a limited range of Histology laboratory functions under the supervision of a Pathologist/ Technologist, including preparing surgical tissue specimens.

Team Lead (Specimen Processing and Lab Health Service Centre) means a Technician who is responsible for the technical work and supervision of a designated location/department in Specimen Processing or Lab Health Service Centre.

4.02 Medical Laboratory Technologist means a Registered Technologist hired and performing as such.

Charge Technologist means a Registered Technologist who is responsible for the technical work and supervision of a major section or department of the Lab.

4.03 An employee who feels she is or has been improperly classified may grieve under Article 23.

4.04 The Lab agrees to provide the Association with a copy of job descriptions for all classifications for which the Association is the bargaining agent within 120 days of the signing of the Collective Agreement.

The Lab further agrees to provide the Association and the affected employee(s) with copies of any subsequent amendments of these job descriptions within thirty (30) days following their revision.

ARTICLE 5 - MANAGEMENT'S RIGHTS

- 5.01 Except as expressly provided in this Agreement, the Association recognizes and acknowledges that the management of the Lab's operation and direction of the working force are fixed exclusively in the Lab and in particular the Association acknowledges that it is the exclusive function of the Lab to:
- a) maintain order, discipline and efficiency;
 - b) hire, discharge, transfer, classify, promote, demote, lay-off, recall and discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a non-probationary employee has been discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
 - c) generally to manage the Lab and, without restricting the generality of the foregoing, to plan, direct and control operations, direct the work force, determine the nature and kind of business conducted by the Lab; determine the number of personnel required from time to time; determine the services to be performed and the methods, procedure and equipment in connection therewith; to schedule work and shifts, to assign jobs; to increase or decrease the work force; to determine the job content and classification and to determine the number of employees in the classification; to set volume levels or quality of work to be performed; to designate the place of work, curtailment or cessation of operation, in whole or in part.
- 5.02 The Association further acknowledges the right of the company to operate and manage its business in accordance with its commitments and responsibilities to its customers, employee and their needs.
- 5.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Lab therefore retains all rights, power or authority in management not otherwise specifically covered in this

Agreement.

- 5.04 In administering this Agreement and in administering its management rights, the Lab shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 6 - SALARIES

- 6.01 Salaries shall be paid to each employee in accordance with Schedule "A" attached hereto and made part hereof.
- 6.02 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" effective the first pay period following the date of ratification of this Agreement.
- 6.03 An employee's anniversary date shall be the anniversary of the date which she commenced employment with the Lab. Increments shall be paid effective from the actual anniversary date.
- 6.04 An employee shall be entitled to payment of all wages, vacation pay and other benefits within ten (10) working days following termination.
- 6.05 Wages shall be quoted in terms of the hourly rates.
- 6.06 The Lab agrees to maintain a record of all authorized hours worked_ by all bargaining unit employees. Any employee wishing to see the record of her hours may make a written request to their Manager. The employee will be given the opportunity to review the record, for up to the previous six (6) pay periods, within two (2) working days. Employees shall not ask to review the record for the same period more than once. Wherever possible, the review shall not be conducted during the employee's working hours. Employees working in Lab Health Service Centres shall be entitled to review their record

outside of their regularly scheduled hours.

6.07 Dynacare wants to recognize relevant work experience from previous employers. Where employees have experience, Dynacare will apply the following starting wage where the experience is full time equivalent, and applicable to the position being applied for:

	Starting	YR1	YR2	YR3	YR5
1yr in previous 3 years		XX			
2yrs in previous 4 years			XX		
3 or 4 yrs in previous 5 years				XX	
5 yrs in previous 7 years					XX

ARTICLE 7 - JOB POSTINGS, PROMOTIONS AND TRANSFERS

7.01 Any employee promoted out of the bargaining unit shall have the option for a period of three (3) months after the promotion takes effect of returning to the bargaining unit without loss of her seniority, and during this period, the Lab shall have the same option.

7.02 Upon promotion, an employee shall receive a salary applicable to her new classification which provides placement not lower than her current incremental level. Any increment due shall be granted on the anniversary date of the promotion.

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

7.04 Where the Lab determines in good faith that a vacancy exists in a new or existing classification within the scope of this Agreement, the vacancy will be posted on bulletin boards in all

labs for not less than seven (7) calendar days, unless the parties agree to a shorter period. For informational purposes only, the notice will set out: classification, title (if applicable), range of pay rates and present starting and quitting times. A copy of the posting shall be sent to the Association office. Job descriptions shall be available to applicants on request.

The Company will make every reasonable effort to select or appoint the successful candidate within ten (10) business days from the date of removal of the posted vacancy. The Association shall be provided with the name of all successful applicants on a monthly basis.

- 7.05 A successful applicant for a permanent position must work in that position for at least twelve (12) months before being eligible to be considered for another vacancy.
- 7.06 Article 7.05 shall not apply where the employee is applying for a vacancy that would represent a promotion for the employee or if it would result in a change in employment status from part-time to full-time, from temporary to part-time or full-time, or from casual to part-time or full-time.

ARTICLE 8 - HOURS OF WORK

- 8.01 Over the duration of the agreement, as per Article 2.04 a full-time employee who regularly works a minimum of thirty-five (35) hours per week will be standardized to a minimum of 37.5 hours per week.

The regular or normal work week shall consist of:

- a) King Edward Lab – 35-37.5 hours per week, except for all existing Cytology employees hired before November 1, 2014 whose regular work week will be 40 hours. Part-time Cytology employees employed before November 1, 2014 shall have the right to secure up to full-time hours at this daily and weekly

threshold when said employee has an opportunity to secure a full-time position in Cytology; and, except for those employees scheduled as per Art. 2.04

b) LHSC locations – 35-40 hours per week

c) Floats and Mobile Phlebotomists – 35-37.5 hours per week

Full-time schedule shall be defined as five (5) consecutive days, comprised of consecutive hours OR multiple part-time postings combined to make a full-time schedule. Multiple part-time postings combined to make a full-time schedule shall only be implemented when an employee applies to and is awarded separate multiple postings.

8.02 Meal periods shall be scheduled and allocated by the Lab and where operational needs permit will be thirty minutes and up to one hour in duration, provided always that each employee shall receive a thirty (30) minute meal period during each workday or normal shift of work of at least five (5) hours' duration.

Employees that currently have an hour long break in duration in their current role shall, at their request, continue this practice. Upon mutual agreement the parties may adjust their break to 30 minutes.

8.03 A rest period of twenty (20) minutes shall be scheduled and allocated by the Lab during each continuous three (3) hour period of work.

8.04 Shift schedules shall be posted at least one (1) month in advance, subject to change as mutually agreed, such agreement not to be unreasonably withheld.

8.05 Where an employee is required to attend a meeting called by the Lab on her or his day of rest or after completing her or his scheduled shift for that day, the employee shall be compensated in accordance with this Agreement.

- 8.06 If the Lab considers implementing a significant change to the normal work day, normal shift of work, normal work week, or normal rotation of shifts, the Lab will attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days' opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Lab and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration, the Lab still plans to implement the change, the affected employees will be given at least thirty (30) days' notice. Notice time may be adjusted by mutual agreement between the Association and the Lab.
- 8.07 An employee shall be paid a shift premium of \$1.50 per hour for all completed hours worked after 6:00 pm that day. An employee shall be paid a shift premium of \$1.75 per hour for all hours worked on Saturday or Sunday. An employee shall be paid a night shift premium of \$2.05 per hour for all completed hours worked after midnight and before 6:00 a.m.
- 8.08 An employee who is required to remain on duty or return to work during her meal period shall be paid at overtime rates for the time so worked, if such time is authorized by Lab management.

ARTICLE 9 - OVERTIME

- 9.01 The Lab shall designate the manner in which overtime is to be authorized in writing.
- 9.02 Overtime shall be deemed to mean any authorized time worked in excess of the regular hours of work in each day.
- 9.03 The overtime rate shall be time and one-half for all overtime hours worked, except for any overtime hours worked on

General Holidays as defined in Article 12.01 which shall be paid at double time.

- 9.04 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.
- 9.05 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, to a maximum of 24 hours accumulation.
If an employee has approved usage of these banked hours or a portion thereof, they shall be cancelled by mutual agreement only.

ARTICLE 10 - CALL BACK TO DUTY & TRAVEL EXPENSES

- 10.01 The Lab agrees to discuss and negotiate in advance an appropriate on-call system should such become necessary.
- 10.02 A callback is defined as a request to return to any of the Lab sites received by an employee during the period between the completion of the regularly scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the designated Lab site until the callback work for which she was called in to do has been completed and reported to the Manager.
- 10.03 If an employee is required to return to the workplace after their shift, they shall be paid a minimum of three (3) hours pay at overtime rates. If such return to the workplace is less than eight (8) hours before the next scheduled shift for that employee, or on a weekend, they shall be paid 1.5x their rate for that next scheduled shift.
- 10.04 An employee who:

- a) Travels at the company's request or
- b) Is required to travel to more than one location on any given day shall be reimbursed as follows:
 - 1) Mileage rate of \$0.52/km (excludes your daily commute to and from work) plus parking costs (against receipts) or
 - 2) Taxi fare to the next location (against receipts)
 - 3) The employer shall reimburse all employees designated as "Float Technician" (or equivalent designation) for parking costs (against receipts). For clarity, this includes their initial working destination.

All time spent in travel for the employer shall be considered as time worked.

- c) Employees required to travel on behalf of the Lab in excess of 1600 kilometers per year or four (4) times a month shall be required to purchase business Manitoba Public Insurance coverage, the differential for which they shall be reimbursed by the Lab upon proof of payment.

10.05 The Lab agrees to maintain its current practice during the currency of the Collective Agreement respecting Mobile Phlebotomy, with the following daily rate adjustments upon date of signing the current collective agreement:

- a) an employee who uses her own vehicle for transportation to provide Mobile Phlebotomy services shall be paid a daily rate of \$9.45 plus \$0.52 per km and parking costs (against receipts). Mileage rate excludes employee's daily commute to and from work.
- b) If the employee is required to travel to another location, the employee shall be reimbursed for the additional km to the location(s) as well as any additional parking costs (against receipts). The employee is not eligible for the reimbursement under Article 10.04.
- c) Manitoba Public Insurance differential to be reimbursed (against receipts).

10.06 Telephone Consultation(s)

The parties agree that telephone consultation(s) should be kept to a minimum and only in cases of a day-of emergent operational need.

When an employee is consulted by telephone by the manager or designate outside of their regular scheduled hours to handle work-related matters without returning to the workplace, the following shall apply:

- a) An employee shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15 minute interval.
- b) For purposes of calculation as per a) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- c) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their manager for processing.
- d) Employees consulted by telephone includes text messages, for day-of emergent operational need.

If an employee is consulted by telephone more than once in a 24-hour period, they shall receive an additional 3 hours of pay at overtime rates for the call or for the duration of the call whichever is longer, in this 24-hour period.

ARTICLE 11 - RELIEVING RATES OF PAY

- 11.01 An employee temporarily assigned to perform substantial duties or responsibilities of a higher salary classification for at least one (1) entire shift shall be paid at the step in the higher salary

classification range that provides an increase of at least five percent (5%) above her current rate.

- 11.02 Relief duties shall not exceed six (6) weeks. Any period over six (6) weeks shall be treated as a temporary promotion and so posted.
- 11.03 The appointment of an employee to a senior position for relief duty shall be confirmed by the Lab to the Association by letter.

ARTICLE 12 - GENERAL HOLIDAYS

- 12.01 The following holidays are to be observed and paid for by the Lab:

New Year's Day	Good Friday
Victoria Day	Canada Day
August Civic Holiday	Labour Day
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
Louis Riel Day	Truth & Reconciliation Day

plus any additional statutory holidays that may be enacted by statute of the provincial or federal governments. The Lab will designate the day to be taken as the holiday if the holiday falls on a non-working day.

- 12.02 Employees who work on a general holiday shall be paid time and one-half for all hours worked in addition to the straight time pay to which they may be entitled under this Agreement.
- 12.03 A general holiday to which an employee is entitled under 12.01, which occurs while an employee is receiving income protection benefits, will be paid as a holiday, and not be deducted from accumulated credits.
- 12.04 Part time employees will be paid five (5%) percent of their basic

pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

ARTICLE 13 - VACATIONS WITH PAY

- 13.01 Employees 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).
- 13.02 Employees with five (5) years of service but with less than fifteen (15) years of service will earn vacation entitlement at the rate of 1.67 days for each complete month of service (20 days per year).
- 13.03 Employees with fifteen (15) years of service but less than twenty-five (25) will earn vacation entitlement at the rate of 2.08 days for each complete month of service (25 days per year).
- 13.04 An employee with twenty-five (25) 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).
- 13.05 Any employee who has not completed one year continuous employment as at May 31st of any year shall be given a pro-rated vacation.
- 13.06 The vacation earning period is the period between the 1st day of June and the next following 31st day of May.
- 13.07 The whole of the calendar year shall be available for the taking of approved annual vacation.
- 13.08 If a Statutory Holiday occurs during an employee's vacation, the employee shall have the opportunity to take an additional day of paid vacation.

- 13.09 An employee shall be given preference as to the selection of vacation on the basis of seniority, unless operational needs require otherwise.
- 13.10 An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, at the employee's rate at the time of termination.
- 13.11 The Lab shall post vacation entitlement lists not later than February 1st of each year so that employees may express their preference as to dates until March 1st.

For vacation between June 1st and the following May 31st. Requests received after March 1st will be considered on a first come, first serve basis and based on operational requirements. A reasonable turnaround time shall be given. Employees shall be informed of any denial as soon as reasonably practicable.

- 13.12 The Lab shall post approved vacation schedules not later than April 1st.
- 13.13 Approved vacation will be rescheduled only by mutual agreement, such agreement not to be unreasonably denied.
- 13.14 Upon request, an employee may be permitted to retain up to a maximum of three days of her regular vacation or banked time, or a combination thereof, for the purpose of taking such time off for personal reasons. No request shall be unreasonably denied.

ARTICLE 14 - INCOME PROTECTION

- 14.01 An employee shall be entitled to payment of basic salary during absence from work due to illness or injury sustained by the employee or immediate family member (spouse, child, parent, mother-in-law or father-in-law). Notwithstanding the above,

these payments are to the extent that the employee has income protection credits subject to the following conditions.

- 14.02 Starting January 1, 2019 full-time employees shall receive twelve (12) days of income protection credits at the beginning of the calendar year. These credits cannot be carried over. New employees that become eligible for income protection shall receive prorated credits.
- 14.03 Part-time employees shall receive a pro-rata share of income protection credits based on their current scheduled hours at the beginning of each year (to be reconciled based on actual hours worked). These credits cannot be carried over. New part-time employees that become eligible for income protection shall receive prorated credits.
- 14.04 The Lab may recover income protection benefits;
- (i) paid to a probationary employee if employment terminates upon or before the expiry of such probationary period.
 - (ii) paid to employees whose status changes through the course of the calendar year, or if employment terminates.
- 14.05 An employee on a day shift who will be absent due to illness or injury is required to inform their Manager/Charge Technologist at the earliest opportunity, and no later than two (2) hours for LHSC and no later than one (1) hour for Lab, before commencement of the next scheduled shift. Employees that begin work at 6PM or after are required to inform their Manager/Charge Technologist at their earliest possible opportunity and no later than four (4) hours before commencement of their next scheduled shift. The company shall consider circumstances where there is a personal emergency for not meeting the timelines described above.
- 14.06 Upon sufficient notification to the Lab, and with the Lab's consent which shall not be unreasonably denied, employees shall be allowed time off with pay to attend appointments with a

doctor, dentist, optometrist or recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one quarter (1/4) hour.

- 14.07 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- 14.08 If hospitalized or requiring urgent care/emergency room treatment due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization, post hospitalization period, urgent care post period and the displaced vacation shall be rescheduled. Proof of such care must be provided before the employee returns to work.

ARTICLE 15 - BEREAVEMENT AND COMPASSIONATE LEAVE

- 15.01 Bereavement leave of up to four (4) consecutive working days without loss of pay shall be granted in the event of the death of a spouse, fiancé, live-in partner, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandchild, brother-in-law, sister-in-law, daughter-in-law, and son-in-law.

Unless other arrangements have been made, such days may only be taken in the period which extends from the date of notification of death up to and including the day following funeral proceedings.

One (1) bereavement leave day may be retained for use in the case where actual interment or cremation or celebration of life is at a later date.

- 15.02 For travel of 500km or more (one way), an additional two (2) days of bereavement leave without loss of pay shall be granted, as per Article 15.01.
- 15.03 An extension of the bereavement leave may be granted without pay where travel is required by the affected employee. No request for such extension shall be unreasonably denied.
- 15.04 Bereavement leave of up to three (3) unpaid consecutive working days shall be granted in the event of the death of an aunt, uncle, niece, nephew or those who are not relatives but to be like a close relative, such as those living in the same household. No request for such leave will be unreasonably denied.
- 15.05 Necessary time of up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer.
- 15.06 Additional compassionate or bereavement leave with or without pay may be granted in other unusual circumstances or in the event of the death of an individual known to the employee but not named above. No such request shall be unreasonably denied.
- 15.07 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:
- a) An employee must have completed at least ninety (90) days of employment as of the intended date of leave.
 - b) An employee who wishes to take a leave under this section shall endeavor to give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
 - c) An employee may take a leave of up to twenty-eight (28) weeks and no period of leave can be less than one (1) week duration.

- d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate to be forwarded to the Lab.
- e) For the purposes of this article family is defined as children, stepchildren, parents, grandparents, spouses, common law spouses, brothers, sisters, step-brothers, step-sisters, aunts, uncles, nieces and nephews and those who are not relatives but considered to be like a close relative, such as those living in the same house.
- f) Seniority will continue to accrue for leave of absence for four (4) weeks or less and will not accrue for leave of absence for more than four (4) weeks.
- g) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in this Article.
- h) Employees must be returned to the position that the employee occupied when the leave began or to a comparable position, with not less than the pay and benefits the employee earned immediately prior to the leave.

ARTICLE 16 - LEAVE OF ABSENCE

16.01 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 Lab, 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.

16.02 Maternity Leave

The Employer shall grant a leave of absence without pay to a pregnant employee with at least thirteen (13) weeks of continuous service prior to the commencement of the pregnancy leave.

The leave of absence shall be in accordance with the provisions of the Manitoba Employment Standards Code.

Seniority and service, and credit for service for vacation accrual, continue to accrue during the pregnancy leave.

A full-time or part-time employee entitled to maternity leave under this Article and provides the Employer with proof that they are in receipt of employment insurance pursuant to the Employment Insurance Act, (Canada), shall be paid a Supplementary Employment Insurance Benefit. Employees may elect not to receive the Supplementary Employment Insurance Benefit.

In respect of the period of maternity leave, payments made according to the Supplementary Employment Insurance Benefit will consist of the following:

up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five percent (75%) of the actual weekly rate of pay for their classification, which the employee was receiving on the last day worked prior to the commencement of the pregnancy leave.

An employee on pregnancy leave shall have their benefits coverage continued unless the employee elects in writing not to do so. The employee must also pay for any continued coverage during the leave based on their premiums in place at the time of their leave.

An employee on maternity leave is entitled, upon application in writing at least two (2) weeks prior to the expiry of the leave, to a leave of absence without pay but with accumulation of service credits for not more than sixty-one (61) weeks.

An employee returning from maternity leave shall return to the position immediately held before their leave, and where that is not available they shall be assigned to a comparable position.

Supplementary Employment Insurance Benefits shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the maternity leave. Any retroactive salary adjustment to which she may become entitled during the leave will be applied upon the employees return to work.

The maternity leave of a person who is not entitled to take parental leave ends on the later of the day that is seventeen (17) weeks after the pregnancy leave began or the day that is twelve (12) weeks after the birth, still birth or miscarriage of the child unless the employee chooses to end the leave earlier and submits a certificate from a legally qualified medical practitioner.

Should the employee fail to return to work from their maternity leave or resign from employment within a 3-month period following the end of their leave the employee is indebted to the Employer and they shall repay the "top up" as paid through this article. Repayment should include withholding final pay, vacation pay and any other such earnings.

Parental or Adoption Leave

The Employer shall grant a parental or adoption leave of absence without pay to an employee with at least thirteen (13) weeks of continuous service prior to the commencement of the parental leave.

Seniority, service, and credit for service for vacation accrual,

continue to accrue during the parental or adoption leave.

Parental or adoption leave may begin:

no earlier than the day the child is born or comes into the custody, care and control of the parent for the first time; and no later than seventy-eight (78) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time

the parental leave of an employee who takes pregnancy leave must begin when the maternity leave ends unless the child has not yet come into the custody, care and control of a parent for the first time. Parental or adoption leave shall end sixty-one (61) weeks after it begins for an employee who takes pregnancy leave and sixty-three (63) weeks after it begins for an employee who did not take maternity leave or on an earlier day if the person gives the Employer at least four (4) weeks' written notice of that day.

An employee on parental or adoption leave shall have their benefits coverage continued unless the employee elects in writing not to do so. The employee must also pay for any continued coverage during the leave based on their premiums in place at the time of their leave.

A full-time or part-time employee who is entitled to parental or adoption leave and who provides the Employer with proof that they are in receipt of employment insurance benefits pursuant to the Employment Insurance Act, (Canada) shall be paid an allowance in accordance with Supplementary Employment Insurance Benefit.

Regarding the period of parental leave, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

up to a maximum of fifteen (15) weeks, payments equivalent to the difference between the sum of the weekly EI benefits the employee is eligible to receive and any other earnings received by the employee, and seventy-five (75%) of the actual weekly rate of pay for their classification, which they were receiving on the last day worked prior to the commencement of the leave.

An employee returning from a parental/adoption leave shall return to the position immediately held before their leave, and where that is not available, they shall be assigned to a comparable position.

The Supplementary Employment Benefit shall be based on the salary the employee was receiving on the last day worked prior to the commencement of the leave. Any retroactive salary adjustment to which they may have become entitled to during the leave will be applied upon the employees return to work.

Should the employee fail to return to work from their leave or resign from employment within a 3-month period following the end of their leave the employee is indebted to the Employer and they shall repay the "top up" as paid through this article. Repayment should include withholding final pay; vacation pay and any other such earnings.

*Clarity Note – An employee is only entitled to supplemental employment benefits under one of Parental/Adoption Leave, or Maternity Leave but not both. Where two employees are eligible for parental/adoption leave under this provision because they are both employed by Dynacare and a child is born or comes into the custody, care and control of the parents only one may apply for supplemental employment benefits.

16.03 Parental Leave

An employee with seven (7) months continuous employment with the Lab who:

- a) in the case of a female employee becomes the natural mother of a child,
- b) in the case of a male employee becomes the natural father of a child, or assumes actual care and custody of his newborn child,
- c) adopts a child under the law of a province, and
- d) who submits a written application for leave;

shall be granted parental leave in accordance with the Manitoba Employment Standards Code.

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

An employee who takes parental leave in addition to maternity leave may be allowed a maximum of eighteen (18) months of leave.

- 16.05 Court Duty - The Lab shall pay to each employee serving on a jury the difference between a day's pay for each day up to five (5) days per week that the employee is absent from work due to such service and the total sum paid to the employee for such jury duty. An employee excused from jury duty on any given day shall report for work as scheduled. Employees subpoenaed to give evidence on behalf of the Crown in a criminal proceeding shall receive a similar benefit for the period they are required to be absent.

- 16.06 Upon written request, the Lab shall allow leave of absence of up to two (2) months without pay and without loss of seniority for an employee nominated as a candidate in a federal, provincial or municipal election. The said written request must be submitted as far in advance as practicable, but in no case later than the day after the employee is nominated. An employee who is elected to public office shall have her seniority retained but not accrued from the date of the election.

- 16.07 An employee who is elected to public office shall be granted leave of absence without pay for one term of office only and may return only upon providing proof that she has the qualifications and the ability to perform the work then being done. The employee will be given up to three (3) months after expiry of her term of office to obtain the qualifications.
- 16.08 An employee on any leave of absence shall be covered by this collective agreement:
- a) For leaves of absence other than those referred to in B and C, an employee on a leave of absence of up to one year shall have the right to return to her former classification. The lab shall make every reasonable effort to return to a position in her former classification at the same number of weekly hours of work.
 - b) For maternity and parental leaves of absence, an employee on a leave of absence of up to eighteen (18) months shall have the right to return to her former classification. The lab shall make every reasonable effort to return to a position in her former classification at the same number of weekly hours of work.
 - c) For WCB and LTD leaves of absence, an employee on a leave of absence of up to twenty-four (24) months shall have the right to return to her former classification. The lab shall make every reasonable effort to return to a position in her former classification at the same number of weekly hours of work.
- 16.09 An employee shall be entitled to time off with pay up to one (1) working day, to attend Citizenship Court to become a Canadian citizen. If more time is necessary, it may be granted without pay.

ARTICLE 17 - HEALTH AND WELFARE

- 17.01 a) The Lab shall provide and maintain lab coats which are required to be worn on duty. All such items remain the property of the Lab, and when no longer required must be returned by the employee.
- b) The Lab will reimburse an employee who proves that, through no fault of her own, she has suffered damage to her clothing while performing her duties according to proper Lab procedure.
- 17.02 The Association and the employees agree to work cooperatively with the Lab to ensure that applicable Provincial Safety and Health standards are met and maintained.
- 17.03 The Lab shall establish a Health and Safety Committee with equal representation from Lab Management and Association members. The Committee shall meet at least once per month and shall continue to function in accordance with the legislation applicable at any particular time.

The minutes of each safety committee meeting shall be provided to the Association electronically.

All Lab locations shall post Workplace Health and Safety Committee minutes on union bulletin boards.

The member shall be paid by the Employer at her regular or premium pay as applicable, for all time spent carrying out her duties as assigned by the committee or Employer as a committee member.

- 17.04 The Lab shall offer one session of CPR training annually to all employees on a first come first serve basis. The Safety Committee will facilitate this process.

The Company will make every reasonable effort to reimburse employees for any CPR training costs incurred within thirty (30) days.

17.05 a) The Employer shall provide a group insurance plan with a long-term disability plan. The plan may be changed only by mutual agreement between the Association and the Lab.

b) In lieu of a short-term disability plan, the Employer will establish a Supplementary Employment Insurance Benefit and eligible employees will access Employment Insurance sickness benefits. The Employer will provide a top up on sickness benefit payments from Employment Insurance, up to 70% of regular earnings.

c) Effective date of ratification, until the Supplementary Employment Insurance Benefits are established, the short-term disability plan will remain in place and contribution costs shall be shared as follows:

Employer contribution – 50%

Employee contribution – 50%

Employees shall be allowed to use their annual Income Protection allotment during the waiting/elimination period of the short-term disability or EI plan (whichever is in place), subject to them having remaining credits in their in year annual allotment.

17.06 Pension Plan

Every eligible employee shall, as condition of employment, participate in the Manitoba HealthCare Employees Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan. Employees who have successfully completed their probationary period shall be entitled to join the Manitoba HealthCare Employees Pension Plan.

17.07 At the request of an employee, the Employer shall provide, at no cost to the employee, vaccination(s) and/or immunizations for occupational illness(es) in accordance with the Canadian Immunization Guide from the Laboratory Centre for Disease for Health Canada.

17.08 Pandemics

- a) The employer will ensure that protective equipment, devices, vaccinations and supplies be made available for the protection of employees should a pandemic emerge.
 - b) Necessary precautions be undertaken by the employer to protect employees from potential health and safety risk of infectious pandemic diseases.
 - c) Pandemic shall be defined as per the World Health Organization (WHO) three conditions:
 - i) The emergence of a disease new to the population
 - ii) The agent infects humans, causing serious illness
 - iii) The agent spreads easily and sustainably among humans.
 - d) Should an employee become ill due to a pandemic, and if the employee does not have the required income protection credits to offset the waiting period for EI, the employee can request that they use their banked time, vacation time, or combination of either to offset the waiting period.
- 17.09 The Employer and the Association jointly agree that there shall be no discrimination against any employee because of Union membership or non-membership in the Association or in matters covered by this Collective Agreement on the basis of all characteristics set out in The Human Rights Code of Manitoba.
- 17.10 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the Manager or the Director in cases where the immediate Manager may be the alleged abusive party. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties.

Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s). The Employer and 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 dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Association.

- 17.11 The Lab and the Association are committed to reasonable accommodation in a manner that respects the dignity and the privacy of the employee. Reasonable accommodation is the shared responsibility of the employees, the Lab and the Association.

Where necessary to facilitate reasonable accommodation, relevant provisions of the collective agreement may, by mutual agreement of the Association and the Lab be amended or waived.

- 17.12 The Lab agrees to actively participate and facilitate in the rehabilitation and return to work of ill, injured, or disabled employees.

The Lab will consult with the Association if there is a modified work requirement or an accommodation. After consulting with the Association as to the particulars and if it is deemed by the Association that it is necessary to fairly represent the employee, the Lab shall meet with the Association and the employee.

- 17.13 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 take the time from banked time which includes banked overtime, General Holidays or vacation.

- 17.14 Where a site is temporarily closed on short notice either at the beginning of the shift or during a shift, employees are required to contact their manager and will be redeployed to other reasonable locations, based on operational needs and subject to Article 10.04.

ARTICLE 18 - TECHNOLOGICAL CHANGE

- 18.01 "Technological change" means the introduction into the Lab of new equipment or test procedures different from those previously used in the Lab's operation which causes a change in the manner in which employees in the bargaining unit perform their duties.
- 18.02 The Lab agrees to give the Association at least ninety (90) days' notice whenever new technology is to be introduced which may affect the terms and conditions of employment and the security of employment of any member(s) of the bargaining unit. The Lab shall provide the Association with a list of affected employees.
- 18.03 The Lab agrees to give first opportunity to existing employees to be trained in order to acquire new skills required as a result of the introduction of different equipment and procedures through technological change.
- 18.04 The Lab further agrees that where reasonably practical, it shall eliminate bargaining unit positions by attrition rather than by layoff. Those so laid off shall be entitled to any rights conferred under Article 19.
- 18.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Lab, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall

be no reduction in wage or salary rates during the training period of any such employee.

- 18.06 The parties agree that the provisions of The Labour Relations Act respecting technological change (Sections 83, 84, and 85, formerly Sections 72, 73 and 74) shall have no application to this unit.

ARTICLE 19 - JOB SECURITY, LAYOFF AND RECALL

- 19.01 The Lab agrees to notify the Association in advance and meet to discuss all matters which significantly affect the security of employment of members of the bargaining unit.
- 19.02 In matters of layoff and recall, seniority shall be the governing factor.
- 19.03 Recall shall be made by registered mail to the last known address on record with the Employer and shall provide up to two (2) weeks' notice to report back to work. The employee is required to contact the Lab within one (1) week of such notice, confirming her 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.
- 19.04 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise her seniority rights, to displace an employee in a position of equal or lower classification. Any employee thus displaced shall also be entitled to a like exercise of seniority rights.

An employee who exercises her seniority rights shall be entitled to a reasonable familiarization period not to exceed 450 hours. In the event that the employee cannot function effectively in the

position at the conclusion of the familiarization period, she shall be placed directly onto lay-off status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.

- 19.05 In the event of layoff, employees with four (4) years or less seniority, shall receive five (5) weeks' notice or pay in lieu of such notice. Employees with five (5) years or more of seniority shall receive notice based on one week per year of seniority, with a minimum of six (6) weeks' notice and a maximum of eight (8) weeks, or pay in lieu of such notice.
- 19.06 Work shall not be contracted out for the purpose of eliminating bargaining unit positions.
- 19.07 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate.
- 19.08 The Lab will notify the Association of any new locations and the permanent closure of any current locations of LHSC's in accordance with the collective agreement.

ARTICLE 20 - SENIORITY

- 20.01 Seniority shall be defined as the length of continuous employment of a full-time or part-time employee covered by this Agreement from the last date on which she commenced work with the Lab. Where the merit skill and ability of the employee(s) is relatively equal, in matters of vacancy selection or promotion, seniority will be the governing factor. The employer agrees to perform annual performance appraisals.
- 20.02 Seniority of an employee will continue to accrue during:
- a) any period of paid income protection or other paid leave;

- b) absence on Workers' Compensation for up to two (2) years;
- c) authorized unpaid leave of absence of four (4) weeks or less;
- d) layoff of twenty-six (26) weeks or less;
- e) authorized educational leave of (6) six months or less;
- f) Parenting leave (Adoption, Maternity and Parental) granted to a combined maximum of eighteen (18) months;
- g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
- h) any period of unpaid leave of absence due to injury or illness which is compensable by Long-Term Disability (LTD) for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.

20.03 Seniority of an employee will be retained but will not continue to accrue during:

- a) authorized unpaid leave of absence of more than four (4) weeks;
- b) absence on Workers' Compensation benefits for more than two (2) years;
- c) authorized education leave greater than six months but less than one (1) year.
- d) layoff of more than 26 weeks but less than 24 months.
- e) absence due to illness, with sufficient medical information, for longer than two (2) years

20.04 Seniority will terminate if an employee:

- a) resigns, retires or goes on permanent disability;
- b) is discharged and is not reinstated;
- c) is laid off for more than twenty-four (24) months.
- d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.
- e) changes from permanent or temporary status to casual status.

20.05 The Company will provide the Association and post for the employees a list of all employees within the bargaining unit, showing their names, classification, seniority date and service date in each lab and LHSC in February, June and October. Any errors noted must be reported within a reasonable timeframe and will be corrected in a timely manner. A full list including the employee's income protection credits and vacation entitlement will be provided to the Association in February.

ARTICLE 21 - NEGOTIATING COMMITTEE

21.01 Employees will not be required to lose pay as a result of serving on the negotiating committee. Up to five (5) representatives of the Association who are in the employ of the employer shall receive pay during such time that they are involved in negotiating a new collective agreement or are negotiating the revision of an existing collective agreement with the employer. The employer and the Association will schedule such meetings taking into consideration the operational requirements of the lab on a mutually agreed time and place. The employees will be paid by the employer and the employer will be reimbursed 50% by the Association.

ARTICLE 22 - ASSOCIATION SECURITY

- 22.01 The Association agrees to provide the Lab with a current list of officers and authorized representatives from within the bargaining unit and shall provide the Lab with a revised list from time to time as the occasion may require.
- 22.02 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 Lab, provided such absence does not disrupt departmental needs. The Association will reimburse the Lab for direct salary and benefit costs incurred during such absences.
- 22.03 The Lab agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.
- 22.04 The Lab will remit dues deducted to the Association on a monthly basis, along with a list of employees from whom deductions have been made, and information as to any status changes. Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer, may at its discretion, choose to remit dues to the Association via an electronic funds transfer method.
- 22.05 The Association shall notify the Lab 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.
- 22.06 The Lab agrees to provide a bulletin board at the main Lab location for the posting of notices by the Association, provided,

however, that no notice will be posted without the prior consent of the Manager or designate.

The Lab also agrees to provide a binder in LHSCs, to be maintained by the Association, for the communication of notices by the Association, provided, however, that no notice will be added without the prior consent of the Manager or designate.

- 22.07 The Lab shall allow a representative of the Association access to the Lab where necessary to conduct urgent business of the Association subject to the following conditions:
- a) arrangements must be made as far in advance as possible with the Manager or his designate;
 - b) interviews shall take place in a suitable private location designated by the Lab; and
 - c) interviews shall take place during lunch or coffee breaks whenever possible, and, where not possible, shall be limited to a maximum of fifteen (15) minutes.
- 22.08 The Lab agrees to distribute an Association orientation booklet to all new hires covered by this Agreement. This booklet shall be given in conjunction with the Employer's hiring package.

ARTICLE 23 - GRIEVANCE PROCEDURE

- 23.01 The parties to this Collective Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 23.02 It is mutually agreed that an effort shall be made to resolve complaints or disputes through discussion before a written grievance is initiated.
- 23.03 A grievance is defined as any difference concerning the

interpretation, application, administration or alleged violation of this Agreement. An effort shall be made by the employee to resolve an employee's complaint through discussion with his Manager before a written grievance is filed as set out in Step 1 in Article 23.05.

23.04 An employee may elect to be accompanied or represented by an Association Representative at any stage of the Grievance/Arbitration procedures.

23.05 If discussion with the Manager does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle grievances properly arising under this agreement in the following manner:

STEP 1:

The employee shall file a grievance in writing to the Human Resources Manager or her designate within ten (10) working days immediately following the date upon which the employee or the Association first became aware of the event or circumstance giving rise to the grievance. The grievance shall be signed and dated by the employee or the Association. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance. The HR Manager or her designate shall render her decision in writing within ten (10) working days of receipt of the written grievance.

STEP 2:

Failing satisfactory settlement of the grievance at Step 1, the employee or the Association shall meet with the Lab Director (or their respective designates) to discuss the grievance within ten (10) working days of receipt of the decision of the HR Manager at Step 1. The Lab Director (or their respective designates) shall render their decision in writing within ten (10) working days after the meeting.

STEP 3:

Failing satisfactory settlement of the grievance at Step 2, either the Company or the Association may submit the grievance to arbitration in accordance with the provisions of Article 23.08.

23.06 **Policy Grievance**

A grievance arising directly between the Company and the Association concerning the interpretation, application or alleged violation of this Agreement shall be initiated by either the Company or the Association at Step 3 of the grievance procedure within ten (10) working days after the event or circumstance giving rise to such policy grievance. The nature of the grievance, the article or articles of this Agreement alleged to have been violated and the remedies sought shall all be clearly set out in the written grievance.

23.07 In the event a non-probationary employee claims that he has been disciplined or discharged without just cause, such employee shall submit a written grievance at Step 2 of the grievance procedure within ten (10) working days after being notified by the Company in writing of his discipline or discharge. If not presented, the grievance shall be forfeited and waived by the aggrieved party.

23.08 **Single Arbitration Process**

Within fifteen (15) working days from the receipt of the decision at Step 3 above, a request for arbitration shall be made in writing by either party, addressed to the other party to this Agreement and shall be made after exhausting the grievance procedure established by this Agreement. It is agreed that disputes which are carried to the arbitration stage shall be heard before a single arbitrator. The Lab and the Association having expressed confidence in the ability of the under mentioned persons agree that they shall be called to arbitrate on a rotation basis and in order of their listing:

Karine Pelletier
Jeff Palamar
Kris Gibson

If the arbitrator whose turn is indicated cannot act within a reasonable time, he shall advise the parties within fifteen (15) days of his appointment, the succeeding names will be approached in order until an arbitrator is reached who can sit within a reasonable time. Should all listed persons be unwilling or unable to serve when so approached an unlisted person will be appointed by the Minister of Labour for Manitoba. Persons selected under this Article, or persons who when requested to serve are unwilling or unable to do so, shall be rotated to the bottom of the list. The arbitrator chosen shall certify the corrected order of the list of arbitrators as part of his decision of each arbitration. It is anticipated that the arbitrator will submit the award within thirty (30) days from the date of hearing.

The arbitrator shall not have the authority to amend, add to, or in any other manner change any provision of this Agreement or any signed Memorandum of Agreement between the parties.

- 23.09 If necessary, the arbitrator may be requested to clarify the terms of his award. All grievances submitted shall present an arbitral issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement.
- 23.10 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of this Agreement.
- 23.11 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality.

However it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be

adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

- 23.12 The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it, and his expenses shall be borne one-half by the Lab and one-half by the Association.
- 23.13 The time limits fixed in the arbitration procedure may be extended by written agreement by the parties.

ARTICLE 24 - DISCIPLINE AND DISCHARGE

- 24.01 The Lab shall not discipline or dismiss any non- probationary employee bound by this Agreement, except for just cause.
- 24.02 When it becomes necessary to take disciplinary action, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by an Association Representative(s) from within the bargaining unit, unless he refuses such representation.
- 24.03 Employees shall be notified in writing of the grounds for discipline and discharge. A copy shall be forwarded to the Association.
- 24.04 Any material concerning an employee which is to be relied upon by the Lab in any arbitration shall be kept in a file to which the employee will be granted access upon request, in the presence of management. The employee shall be entitled to comment or respond in writing to any adverse report, and such comment or response shall be dated and kept on the file. An employee shall be entitled to one (1) copy of any document on the said file, upon request in writing. An employee may examine this personnel file, upon request, at a location providing suitable table or counter space and privacy. Only one such file shall be

maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.

- 24.05 An employee shall be advised promptly in writing of the reason for the discipline or suspension with a copy being sent to the Association. The record of any adverse report or disciplinary action shall be removed from her file after one (1) year, if there are no further incidences.

Notwithstanding the above, disciplinary instances that are violent in nature or involve harassment, the record of these events shall be removed from their file after eighteen (18) months, if there are no further incidences of similar nature.

- 24.06 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 23, Grievance Procedure.

ARTICLE 25 - DURATION

- 25.01 This Agreement shall be in effect from April 1, 2022 and remain in effect until March 31, 2026.
- 25.02 Either party to this Agreement may, not less than thirty (30) days or more than ninety (90) days before the expiring date, give notice in writing to the other party of a desire to renew or revise the Agreement.
- 25.03 This Agreement may be amended during its term by mutual agreement in writing.

ARTICLE 26 - STRIKES AND LOCKOUTS

- 26.01 It is mutually agreed that there shall be no strikes, lockouts, work stoppages or any action to limit or restrict production or output during the life of this Agreement. The provisions of this Agreement shall continue in effect following the expiration date

until replaced by a new Agreement or until the lawful declaration of a strike or lockout, whichever occurs first. Each party agrees to give the other fourteen (14) calendar days' notice in writing before declaration of a strike or lockout.

ARTICLE 27 - NOTICE OF TERMINATION

27.01 Employment may be terminated voluntarily by an employee, by giving at least two (2) weeks' notice in writing exclusive of any vacation due.

ARTICLE 28 - EDUCATIONAL LEAVE

28.01

- a) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.
- b) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
 - (i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - (ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - (iii) When an employee qualifies for leave with salary in accordance with 8 i) above, she shall be paid such portion of her salary not exceeding ten percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.

(iv) Educational leave of over one (1) year shall be considered.

- c) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- d) The Employer will attempt to provide the equivalent of two (2) days of in-service education for each employee annually. Such training may be provided during the regular working hours or otherwise based on business requirements.
- e) Where an employee is required to prepare presentations on behalf of the employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

28.02 Subject to the written prior approval of any excluded Manager of the lab, an employee who takes an educational course outside of working hours that her supervisor indicates is relevant to her employment, the lab will reimburse the employee for one hundred percent (100%) of the tuition fee to a limit of \$350.00 upon the successful completion of the course. Proof of successful completion will be required.

ARTICLE 29 - ASSOCIATION & MANAGEMENT MEETINGS

29.01 During the term of this agreement, the parties shall, at the request of either party, meet at least once every two months for the purpose of discussing issues relating to the workplace which affect either party. These can include but are not limited to:

- Staff recruitment and retention
- Training, re-training and continuous education
- Workflow

Memorandum of Understanding #1 – Re: Employment Security

Whereas the Lab is concerned with its employees' employment security, and

Whereas the Association is concerned with its members' employment security, and

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

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

1. It will be incumbent upon the Lab to notify the Association, in writing, at least ninety (90) days if possible, prior to any alteration in the delivery of health care and/or in the current complement of employees covered by the provisions of this Collective Agreement.
2. If it becomes necessary to reduce the staffing complement, all avenues relevant to the issue of employment security for the employees will be examined and discussed between the Lab and the Association, no later than twenty (20) days after the above.
3. The Lab and the Association agree to meet to develop the process for the planned reductions within five (5) days after the above.
4. The Lab will, wherever reasonably possible, carry out these reductions by way of attrition.
5. In keeping with the Lab's commitment to ensure that any affected employee shall retain employment with the Lab, and where reductions cannot be dealt with through attrition, the Lab will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
6. In the event of #5 above occurring or in the event of the closure of a facility, and in conjunction with #7 below, the Employer will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
7. The Employer will also co-operate with other facilities, with WRHA

and/or the Government of Manitoba, to participate (excluding financial commitment) in the establishment of a broader redeployment and retraining effort.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #2 – Re: Assiniboine Lab Service & Seniority

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

Whereas Dynacare acquired Assiniboine Medical Holdings on April 15th, 2011 ("AMH");

Whereas Dynacare hired certain former employees of Assiniboine Medical Holdings on April 18, 2011 as new employees of Dynacare ("New Employees");

Given the specific and unique circumstances related to this acquisition, Dynacare and MAHCP have agreed to the following:

1. The Seniority Date for the New Employees shall be April 18, 2011 except solely for purposes of determining their entitlement to notice of lay-off under Article 19.05, the seniority for the new employees shall be their date of initial hire by AMH.
2. Placement of the New Employees on the current seniority list shall reflect the date of hire, April 18, 2011.
3. The parties agree that the seniority of the New Employees, between themselves as new members of the bargaining unit shall be commensurate with each New Employee's years of service to AMH as per Schedule "A" attached hereto.
4. The parties agree the New Employees will maintain their original service dates, being the date of initial hire by AMH and the service dates will be used for the purpose of determining New Employees' service, and that all those benefits under the Collective Agreement that are calculated with reference to service, like vacation and Schedule "A" pay scale, shall be calculated according to the New Employees' AMH original service dates.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #3 – Re: Trainor Lab Service & Seniority

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

Whereas Dynacare acquired Trainor Medical Laboratories on November 1st, 2011 ("TML");

Whereas Dynacare hired all former employees of Trainor Medical Laboratories on November 1st, 2011 as new employees of Dynacare ("New Employees");

Given the specific and unique circumstances related to this acquisition, Dynacare and MAHCP have agreed to the following:

1. The Seniority Date for the New Employees shall be November 1st, 2011 except solely for the purposes of determining their entitlement to notice of lay-off under Article 19.05, the seniority of the new employees shall be their date of initial hire by TML.
2. Placement of the New Employees on the current seniority list shall reflect the date of hire, November 1st, 2011.
3. The parties agree that the seniority of the New Employees, between themselves as new members of the bargaining unit shall be commensurate with each New Employee's years of service to TML as per Schedule "A" attached hereto.
4. The parties agree the New Employees will maintain their original service dates, being the date of initial hire by TML and the service dates will be used for the purpose of determining New Employees' service, and that all those benefits under the Collective Agreement that are calculated with reference to service, like vacation and Schedule "A" pay scale, shall be calculated according to the New Employees' TML original service dates.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #4 – Re: Brandon Clinic

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

WHEREAS Dynacare acquired The Brandon Clinic and The Western Medical Clinic (together, "**The Brandon Clinic**") on August 1, 2013;

AND WHEREAS in connection with these acquisitions Dynacare hired certain former employees of The Brandon Clinic who had been covered by a collective agreement between the Brandon Clinic and the MAHCP, and who became employees of Dynacare as a result (the "**Brandon Clinic Employees**");

1. The Brandon Clinic employees who were covered under the current Brandon Clinic collective agreement will now be governed by the Dynacare Winnipeg Collective Agreement effective April 29, 2015 and, subject to confirmation from the Manitoba Labour Board, shall be included in the bargaining unit covered by the Dynacare Winnipeg Collective Agreement, ("the Winnipeg CBA") subject to the following terms and conditions:
 - a) Article 1.01 will be amended to add "the City of Brandon".
 - b) Subject to the foregoing, the terms of the Winnipeg CSA will apply to the Brandon Clinic Employees effective April 29, 2015 except as provided below:
 - i) For all benefits under the Winnipeg CSA, seniority for the Brandon Clinic Employees shall be their date of hire with the Brandon Clinic.
 - ii) Effective April 1, 2014, salaries shall be paid to the Brandon Clinic Employees in accordance with Schedule "A" in the Winnipeg Collective Agreement.
 - iii) The Brandon Clinic Employees who were at the Start Rate as of April 1, 2014, in Schedule "A" of the current Brandon Clinic collective agreement will be red-circled

until the Winnipeg CBA Start Rate exceeds their current hourly rate or the employee moves to the next salary increment, whichever occurs first.

- iv) As expeditiously as practicable, Dynacare will transition the Standard Life group benefit plan to Group Health Benefits Solutions, in accordance with the Winnipeg CBA.
- v) Eligible Brandon Clinic Employees shall participate in the Health Care Employees Pension Plan ("HEPP") effective on April 1, 2016 subject to, and in accordance with the terms of HEPP and any applicable legislation. In the interim, eligible Brandon Clinic Employees shall continue to participate in the current group RRSP plan.
- vi) For 2015, eligible Brandon Clinic Employees will be required to take the Floater Holiday, as set out in the Brandon Clinic collective agreement, not later than December 31, 2015, after which the Floater Holiday provision shall have no application to the Brandon Clinic Employees, as this is not a term of the Winnipeg CBA.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #5 – Re: Unicity Laboratory Service & Seniority

Between:

Dynacare Medical Laboratories
And
Manitoba Association of Health Care Professionals
(Herein after referred to as DML and MAHCP)

WHEREAS DML acquired Unicity Laboratory Services Partnership (Herein after referred to as ULSP) on December 15, 2017

AND WHEREAS DML hired certain former employees of USPL on December 15, 2017 as New Employees of DML

Given the specific and unique circumstances related to this acquisition, DML and MAHCP have agreed to the following:

1. The Seniority date of the New Employees shall be December 15, 2017, except solely for the purposes of determining their entitlement to notice of lay-off under article 19.05, the seniority for the new employees shall be their date of initial hire by ULSP.
2. Placement of these new employees on the current Seniority list shall reflect the date of hire December 15, 2017.
3. The parties agree that the Seniority of the New Employees, between themselves as new members of the bargaining unit shall be commensurate with each New Employee's years of service to USPL as per Schedule "A" attached hereto.
4. The parties agree the New Employees will maintain their original service dates, being the date of initial hire by USPL and the service dates will be used for the purpose of determining New Employees' service, and that all those benefits under the Collective Agreement that are calculated with reference to service, like vacation and Schedule "A" pay scale, shall be calculated according to the New Employees' USPL original service dates.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #6 – Re: Payroll in Arrears

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

WHEREAS Dynacare is transitioning to "payroll in arrears" on June 22, 2012; Dynacare and MAHCP have agreed to the following:

1. The company agrees to provide the necessary advance to all current employees to transition to the new payroll in arrears system.
2. These advances will be reconciled at the end of the employment relationship.
3. All future new hires will be administered in accordance with the new payroll in arrears system.
4. Any current employees transitioning to casual status from full time or part time status will be subject to reconciliation of any payroll advance in the same fashion as those employees who end the employment relationship.
5. The amount of the advance will be demarcated on each employee's pay statement for current and future reference.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #7 – Re: Deferred Income Protection Credit Reallocation

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

For the period between the date of ratification and December 31, 2018, full-time employees shall continue to accumulate income protection credits at the rate of one day per month of seniority to a maximum of 55 days. Part-time employees shall accumulate income protection credits on a pro-rata basis over this same period.

Employees employed as of December 31, 2018 shall have their accrued bank of income protection credits frozen. Upon retirement, these employees shall have this bank of credits paid out as earnings in one lump sum, less applicable deductions.

As of December 31, 2018 employees shall be eligible for the lump sum payment once their age and years of service equal at least eighty (80) and who are at least fifty-five (55) years of age.

On a case by case basis, and with mutual agreement between the parties, employees as defined in this Memorandum of Understanding may use their frozen, accrued income protection credits to offset authorized absences. This payment shall not be unreasonably denied. Following this use, deferred income protection credit allocations shall be reduced accordingly.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #8 – Re: Respect in the Workplace

Between:

Dynacare

And

Manitoba Association of Health Care Professionals
("MAHCP")

Within the first year of the Collective Agreement:

The parties agree that all employees have the right to a respectful workplace. To support this in the Lab and Laboratory Health Service Centres (LHSC), the Lab agrees to provide training to LHSC employees on dealing with difficult patients and de-escalation techniques.

Further the Lab agrees to place respect in the workplace signage in each LHSC with signage content at the full discretion of the Lab.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #9 – Re: End of Day Coverage

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

An employee who has worked a full shift day and remains on duty at the end of the day because of customer operational requirements shall be paid at the overtime rates for the time so worked if such time is authorized by Lab management.

At each LHSC location as applicable, the manager shall meet with a MAHCP Representative and employees at that location to establish a reasonable process for when there is a same day or immediate customer need to provide end of day coverage.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #10 – Re: Trial Vacation Selection

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

Within 90 Days (or mutually agreed to date) of Ratification of Collective Agreement the parties agree to meet and discuss a trial vacation selection process for the 2023/2024 vacation year. The goal of this discussion is to review a procedure for vacation selection that respects seniority as outline in Article 13.

This trial will be in effect for one year, and the parties agree to meet within the year to review this trial process and discuss continued application.

SIGNED THIS _____ DAY OF _____.

Memorandum of Understanding #11 – Re: Supplementary Employment Insurance Benefit

Between:

Dynacare

And

Manitoba Association of Health Care Professionals ("MAHCP")

In lieu of a short-term disability plan, eligible employees who apply for and are approved for Employment Insurance Sickness Benefits shall be entitled to a Supplementary Employment Insurance Benefit paid to employees by the Employer in the form of a top up on Employment Insurance sickness benefit payments as follows:

- a) For up to a maximum of fifteen (15) weeks, payment equivalent to the difference between EI benefits the employee is eligible to receive, and seventy percent (70%) of the employee's normal weekly earnings.
- b) The Supplementary Employment Insurance (top-up) payments will end on the happening of the earlier of the date on which:
 - i) an employee is eligible to receive Long Term Disability benefits under the benefit plan,
 - ii) the fifteen (15) week maximum top up payment has been reached, or
 - iii) they have returned to work.
- c) The Supplementary Employment Insurance Benefit is conditional upon confirmation of acceptance by Employment Insurance.

SIGNED THIS _____ DAY OF _____.

Schedule “A” – Salary Scale

April 1, 2022 (2.8% increase)											
CLASSIFICATION	Start	Year 1	Year 2	Year 3	Year 5	Year 10	Year 15	Year 20		Year 21	Year 22+
Technician	\$ 21.07	\$ 21.71	\$ 22.36	\$ 23.03	\$ 24.18	\$ 25.63	\$ 26.66	\$ 27.73		\$ 27.93	\$ 28.21
Team Lead	\$ 23.40	\$ 24.10	\$ 24.83	\$ 25.57	\$ 26.84	\$ 28.46	\$ 29.60	\$ 30.78		\$ 31.00	\$ 31.31
Histology Technician	\$ 24.58	\$ 25.32	\$ 26.08	\$ 26.86	\$ 28.20	\$ 29.89	\$ 31.09	\$ 32.33		\$ 32.58	\$ 32.91
Medical Laboratory Technologist	\$ 29.30	\$ 30.18	\$ 31.09	\$ 32.01	\$ 33.62	\$ 35.63	\$ 37.06	\$ 38.54		\$ 38.83	\$ 39.22
Charge Technologist	\$ 32.53	\$ 33.50	\$ 34.51	\$ 35.54	\$ 37.32	\$ 39.56	\$ 41.14	\$ 42.79		\$ 43.10	\$ 43.54
April 1, 2023 (2.8% increase)											
CLASSIFICATION	Start	Year 1	Year 2	Year 3	Year 5	Year 10	Year 15	Year 20		Year 21	Year 22+
Technician	\$ 21.66	\$ 22.32	\$ 22.99	\$ 23.67	\$ 24.86	\$ 26.35	\$ 27.40	\$ 28.50		\$ 28.71	\$ 29.00
Team Lead	\$ 24.05	\$ 24.77	\$ 25.52	\$ 26.28	\$ 27.59	\$ 29.25	\$ 30.42	\$ 31.64		\$ 31.87	\$ 32.19
Histology Technician	\$ 25.27	\$ 26.03	\$ 26.81	\$ 27.61	\$ 28.99	\$ 30.73	\$ 31.96	\$ 33.24		\$ 33.49	\$ 33.83
Medical Laboratory Technologist	\$ 30.12	\$ 31.03	\$ 31.96	\$ 32.91	\$ 34.56	\$ 36.63	\$ 38.10	\$ 39.62		\$ 39.91	\$ 40.32
Charge Technologist	\$ 33.44	\$ 34.44	\$ 35.48	\$ 36.53	\$ 38.36	\$ 40.67	\$ 42.29	\$ 43.98		\$ 44.31	\$ 44.75
April 1, 2024 (2% increase)											
CLASSIFICATION	Start	Year 1	Year 2	Year 3	Year 5	Year 10	Year 15	Year 20		Year 21	Year 22+
Technician	\$ 22.10	\$ 22.77	\$ 23.44	\$ 24.15	\$ 25.35	\$ 26.87	\$ 27.95	\$ 29.07		\$ 29.29	\$ 29.58
Team Lead	\$ 24.53	\$ 25.27	\$ 26.03	\$ 26.81	\$ 28.14	\$ 29.84	\$ 31.03	\$ 32.27		\$ 32.51	\$ 32.83
Histology Technician	\$ 25.77	\$ 26.55	\$ 27.35	\$ 28.17	\$ 29.57	\$ 31.35	\$ 32.60	\$ 33.90		\$ 34.16	\$ 34.50
Medical Laboratory Technologist	\$ 30.72	\$ 31.65	\$ 32.60	\$ 33.57	\$ 35.25	\$ 37.36	\$ 38.86	\$ 40.41		\$ 40.71	\$ 41.12
Charge Technologist	\$ 34.11	\$ 35.13	\$ 36.19	\$ 37.26	\$ 39.13	\$ 41.48	\$ 43.14	\$ 44.86		\$ 45.20	\$ 45.65
April 1, 2025 (2% increase)											
CLASSIFICATION	Start	Year 1	Year 2	Year 3	Year 5	Year 10	Year 15	Year 20		Year 21	Year 22+
Technician	\$ 22.54	\$ 23.22	\$ 23.91	\$ 24.63	\$ 25.86	\$ 27.41	\$ 28.51	\$ 29.65		\$ 29.87	\$ 30.17
Team Lead	\$ 25.02	\$ 25.77	\$ 26.55	\$ 27.34	\$ 28.71	\$ 30.43	\$ 31.65	\$ 32.92		\$ 33.16	\$ 33.49
Histology Technician	\$ 26.29	\$ 27.08	\$ 27.89	\$ 28.73	\$ 30.16	\$ 31.97	\$ 33.25	\$ 34.58		\$ 34.84	\$ 35.19
Medical Laboratory Technologist	\$ 31.34	\$ 32.28	\$ 33.25	\$ 34.24	\$ 35.95	\$ 38.11	\$ 39.64	\$ 41.22		\$ 41.53	\$ 41.95
Charge Technologist	\$ 34.79	\$ 35.83	\$ 36.91	\$ 38.01	\$ 39.91	\$ 42.31	\$ 44.00	\$ 45.76		\$ 46.10	\$ 46.56

Full-time and part time employees who are considered ‘red-circled’ will receive an equivalent of the annual percentage adjustment as a lump sum, paid out on each pay cycle for regular scheduled hours; until that point that the red-circled full-time and part time employee moves onto their appropriate step on the grid. Casuals are not eligible for this equivalent of the annual percentage adjustment. For further clarity on this: the equivalent of the annual percentage adjustment is based on regular scheduled hours and would be factored in for vacation, income protection, maternity, parental and adoption top up plans and employment insurance top up plans, approved paid leaves; and would be considered as pensionable earnings.

Signing Bonus:

Lump Sum Payment paid on the first pay following ratification:

\$300 Full-Time Employees

\$200 Part-Time Employees

Casual employees are not eligible for this signing bonus

Schedule “B” – Lab Health Service Centres (LHSC’s)**List of current Lab Health Service Centres**

Access Norwest	Access Fort Garry
Brandon	Crossroads
Dominion Centre (DC)	Pembina Village
Lakewood	Seasons
St.James	St.Vital
River East	Lodge (Assiniboine Clinic)
Manitoba Clinic	Winnipeg Clinic
Smartcenter Winnipeg West	Garden City