

COLLECTIVE AGREEMENT

– between –

MANITOBA ASSOCIATION OF HEALTH CARE

PROFESSIONALS

(Herein Called the “Association”)

-and-

MANITOBA CLINIC HOLDING CO. LTD.

(Herein called the “Clinic”)

For the Period January 1, 2023 to December 31, 2025

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

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

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

A handwritten signature in black ink, appearing to be a stylized 'P' or 'M' followed by a flourish.

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ARTICLE 1: APPLICATION

- 101 **The Clinic recognizes the Association as the sole and exclusive bargaining agent for employees within the bargaining defined in the Manitoba Labour Board Certificate No. MLB – 5279.**

No employee shall enter into any separate agreement which conflicts with the provisions hereof.

- 102 A copy of this Agreement shall be provided by the Clinic to each of the present employees and to all future employees bound by this Agreement. The Association and the Clinic will share equally the costs in connection with the printing and distribution of the Collective Agreement.
- 103 **Supervisors and other employees of the Employer whose positions are not classified within the bargaining unit shall not work on a regular and recurring basis on duties and responsibilities which have been determined as being solely within the bargaining unit except in the case of education or emergency or where there is mutual agreement between the parties to do so.**

ARTICLE 2: DEFINITIONS

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

- 201 **Technologist – A graduate with approved training who has attained certification and is currently registered with the CSCT.**
- 202 **Technician – An employee who performs assigned routine EKG procedures and who is not certified and not currently registered with the CSCT.**
- 203 **Employee – means a person employed by the Clinic on a full-time or regular part-time basis as a Cardiology Technologist or Cardiology Technician.**
- 204 **Clinic – means the Manitoba Clinic/Manitoba Clinic Holding Co. Ltd.**
- 205 (i) **RT – means Registered Technologist (certified by and currently registered with the CSCT.)**
 (ii) **Association – means Manitoba Association of Health Care Professionals.**
 (iii) **CSCT – means Canadian Society of Cardiology Technologists**
- 206 **Regular Part-Time Employee – shall be an employee employed by the Clinic for a period of not less than an average of 16 hours bi-weekly.**

- 207 Probationary Employee – a newly hired person will be considered to be on a probationary basis for three (3) months; they shall have no seniority rights or income protection rights and may be subject to discharge without recourse to the grievance procedure. At the completion of the probationary period, seniority and benefits shall be effective from the original date of employment.

ARTICLE 3: MANAGEMENT RIGHTS

- 301 Except as in the Agreement otherwise expressly provided, it is acknowledged that the Clinic has the right, responsibility, and authority to manage, operate, and generally regulate its affairs and functions.
- 302 In administering this Agreement, the Clinic shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

ARTICLE 4: SALARIES

- 401 Salary rates shall be quoted in terms of the gross hourly rate, and shall be paid to each employee in accordance with Schedule "A" attached hereto and made part hereof.
- 402 It is understood and agreed that all employees covered by this Agreement shall be placed at a level of wages as listed in Schedule "A".
- 403 The anniversary dates for all employees shall be the actual anniversaries for their respective dates of commencing employment. The Clinic shall provide payment of increments on the pay date immediately following the anniversary, but adjusted on a per diem basis to the actual anniversary date.
- 404 The Clinic shall designate one technologist as the Charge Technologist. The employee designated as the Charge Technologist shall receive an additional \$2.00 per hour in addition to their regular hourly rate listed in Schedule A, for all hours worked as Charge Technologist.
- 405 The mutually agreed starting salary of all new employees shall be quoted in a "Confirmation of Employment" letter from the Clinic to the new employee. A copy of the Confirmation of Employment letter will be sent to the Association office.
- 406 The Clinic will forward to the Association a notice of vacancies within the bargaining unit.

ARTICLE 5: HOURS OF WORK

- 501 It is understood and agreed that the work week shall be 40 hours.

- 502 It is understood and agreed that the workday or normal shift of work shall consist of no more than 8 hours.
- 503 The unpaid meal periods shall be scheduled and allocated by the Clinic and will be one-half (1/2) hour in duration, provided always, that each employee shall receive at least one meal period during each normal day or normal shift of work.
- 504 A paid rest period of twenty (20) minutes shall be scheduled and allocated by the Clinic during each continuous three (3) hour period of work.
- 505 Normal shift schedules shall be posted at least two (2) weeks in advance and shall be subject to change as may be necessary for the benefit of the Clinic's operations.

ARTICLE 6: OVERTIME

- 601 Overtime shall be authorized in such manner and by such persons in such positions as the Clinic may designate and the Association shall be notified in writing by the Clinic from time to time of the persons designated by the Clinic as having authority to authorize overtime and payment thereof.
- 602 Overtime shall be deemed to mean any authorized time worked in excess of the normal hours of work as established in Article 5.
- 603 Compensation for authorized overtime shall be paid for at the rate of 1 1/2 times the regular hourly salary rate of the employee provided that no overtime shall be granted for overtime of periods of less than fifteen (15) minutes in a day. However, when authorized overtime in excess of fifteen (15) minutes is worked, payment for the first fifteen (15) minutes shall be included.
- 604 By mutual agreement between the Clinic and the employee, the Clinic may elect to compensate an employee for overtime worked by granting the employee time off work during normal working hours on the basis of 1 1/2 hours off for each one (1) hour of overtime (pro-rated in the case of fractional hours).
- 605 Employees required to travel locally on behalf of the laboratory shall have return transportation provided by the lab, or shall receive \$.41 per km for all trips made and authorized by the Clinic subject to a minimum daily payment of \$4.00. Any required parking should be paid for by the laboratory.

ARTICLE 7: STATUTORY HOLIDAYS

- 701 A full day's holiday (i.e. 8 working hours) at the regular hourly rate, shall be granted to each full-time employee on or for each of the following holidays, namely:

New Year's Day
Louis Riel Day
Good Friday
Victoria Day
Canada Day
Terry Fox Day
Labour Day
National Day for Truth and Reconciliation (Sept 30)
Thanksgiving Day
Remembrance Day
Christmas Day
Boxing Day

plus any other statutory holidays as declared by the Federal, Provincial or local government authority.

- 702 Remembrance Day – It is understood and agreed that payment for Remembrance Day shall be applicable only on a Monday through Friday basis.
- 703 Holiday pay, under this article for all non full-time employees, shall be calculated on the basis of 5% of the employees total wages (excluding any overtime and vacation pay), in the four week period immediately before the holiday.

ARTICLE 8: ANNUAL VACATION

Vacation entitlements:

- 801 Vacation Entitlements shall be earned at the rate of:
- 2 weeks vacation in the first year of employment;
 - 3 weeks vacation in the second and subsequent years of employment;
 - 4 weeks vacation after six and subsequent years of employment;
 - 5 weeks vacation after fourteen and subsequent years of employment;
 - 6 weeks vacation after eighteen and subsequent years of employment.

Vacation allowance:

- 802 Annual vacation may not be accumulated from year to year.
- 803 The whole of the calendar year shall be available for the taking of annual vacation with the exception annual vacation may not be taken during the probationary period.
- 804 Employees shall be given preference as to the selection of their annual vacations on the following basis:
- a) the designated Charge Technologist shall be given the first preference as to the selection of vacation.
 - b) subsequent preference for selection of vacations shall be determined on the basis of respective seniority within the occupational classifications, with Cardiology Technologist



being one occupational classification and Cardiology Technicians being the other occupational classification.

ARTICLE 9: SICK LEAVE

- 901 **An employee shall be entitled to payment of their basic salary during absence from work to the extent that they have accumulated income protection credits due to:**
a) **A personal illness or injury**
b) **For the purpose of providing care in the event of an illness of a parent, spouse, live-in-partner, child, parent-in-law, to a maximum of 2 three (3) days/year.**
- 902 Income protection credits shall accumulate at the rate of one (1) day per month to a maximum of one hundred and twenty (120) days.
- 903 During the probationary period of three (3) months, an employee shall not be entitled to sick leave. Upon completion of the probationary period, the employee will have accumulated three (3) days of sick leave.
- 904 An employee who will be absent due to illness, injury or for any reason must make every effort to inform their supervisor prior to the commencement of their next scheduled shift.
- 905 If an employee is hospitalized during their annual vacation, such period shall be deducted from their accumulated income protection credits, and equivalent offsetting vacation scheduled by mutual agreement.
- 906 Medical evidence shall be furnished upon request. Such evidence shall not be required without reasonable cause.
- 907 It is expressly understood that an employee may not receive compensation from both Income Protection (sick leave) and from Manitoba Public Insurance.
- 908 When an employee is unable to work because of injuries sustained in a motor vehicle accident, they must submit a claim for benefits to Manitoba Public Insurance.
- 909 An Employee shall be entitled to payment of their basic salary during absence from work due to a motor vehicle accident sustained by the employee, to the extent that they have accumulated Income Protection credits and subject to the following conditions:
a) Upon request by the Clinic, the employee shall notify the Clinic of the status of their MPI claim, including any appeals.
b) If the claim is allowed, the Clinic shall be entitled to recover Income Protection payments from the employee's salary to the same extent they receive Income Replacement payments from MPI.
c) In the event that MPI disallows the claim, the employee shall be paid for the absence in accordance with the Income Protection provisions of the agreement. The Clinic's payment shall be charged to the employee's accumulated Income Protection credits

- during any absence due to the motor vehicle injury, and shall be paid until the employee's accumulated Income Protection credits are exhausted.
- d) In the event that the employee declines to submit a claim for benefits to MPI or inform the Clinic of the status of the MPI claim, the Clinic shall be entitled to discontinue Income Protection payments.

ARTICLE 10: BEREAVEMENT & COMPASSIONATE LEAVE

- 1001 Bereavement leave with pay three (3) working days, will be granted in the event of the death of a parent, spouse, live-in-partner, child, sibling, child-in-law, parent-in-law, fiancé(e), sibling-in-law, grandparent, grandchild, or a relative permanently residing in the employee's household or with whom the employee permanently resides.
- 1002 An extension of the bereavement leave, up to a maximum of five (5) working days may be granted with or without pay, where travel is required by the employee involved.
- 1003 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.
- 1004 The granting of leave and the length of the leave under clause 1002 shall be at the discretion of the Clinic.
- 1005 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 & the Compassionate Care Leave language in the Employment Standards Code of Manitoba:
- 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 Clinic.
 - 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.

- i) Employees may end the compassionate leave earlier than 28 weeks by providing the Clinic at least forty-eight (48) hours notice.

ARTICLE 11: LEAVE OF ABSENCE

- 1101 In the absence of emergency precluding written notice, an employee will be required to submit a written request for any leave of absence whether with or without pay. Any such request shall specify the reason for the leave, shall be considered on an individual basis, and may be allowed at the discretion of the Clinic but such consent shall not be unreasonably withheld. Except in emergencies, such requests must be made at least four (4) weeks in advance.
- 1102 Employees granted leave of absence with pay, or an unpaid leave of absence of four (4) weeks or less, shall retain their seniority and benefits, and shall continue to accrue the same during the said leave of absence.
- 1103 Employees granted leave of absence without pay shall retain their seniority and benefits, but further seniority and benefits shall not accrue during the said leave of absence of more than four (4) weeks duration.
- 1104 Maternity Leave – An employee, who:
- a) has completed six (6) months of employment with the Clinic; and
 - b) who submits a written application for leave at least eight (8) weeks before the date specified by the employee as the date they intend to commence such leave; and
 - c) who provides the Clinic with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery; shall be granted maternity leave without pay consisting of:
 - i. seventeen (17) weeks if delivery occurs on or before date specified in b) above;
 - or
 - ii. seventeen (17) weeks plus the additional period if delivery occurs after date specified in b) above.
- 1105 Parental Leave: An employee with six (6) months continuous employment with the Clinic who:
- a) Is the natural parent of the child, or assumes actual care and custody of their new-born child, or;
 - b) Adopts a child under the law of the province, or;
 - c) Is an individual who assumes legal care and custody of a child.
- and submits a written application for leave shall be granted unpaid parental leave up to sixty-three (63) weeks duration. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding eighty (80) consecutive weeks.
- 1106 An employee, at the time the maternity and/or parental leave is requested, may apply to extend the total time of their maternity leave, inclusive of parental leave for a maximum of eighty (80) weeks in total. An employee may, through unforeseen circumstances,

request the cancellation of their request for further leave as soon as those circumstances are known.

- 1107 An employee planning to return to work following maternity and/or parental leave shall notify the Clinic of their intent to return by providing as much notice as possible, with a minimum of two (2) weeks.**
- 1108 Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity and Parental Leave shall apply “mutatis mutandis”.**
- 1109 Partner Leave – An employee whose partner has given birth to a child, or an employee who has adopted a child, shall be entitled to three (3) days leave of absence with pay within seven (7) days of the date of the actual birth or adoption of the child.**
- 1110 Education Leave – The Clinic shall pay fifty percent (50%) of the costs of tuition and texts for courses approved by the Clinic and successfully completed by the employee. Requests for such support must be made three (3) months in advance of any such course or such lesser time only if the course information is not available at that time but in any event, prior to the employee’s attendance at the Centre. Approval of any such course shall be solely at the Clinic’s discretion.**

ARTICLE 12: ASSOCIATION SECURITY

- 1201 The Clinic agrees to deduct the amount of monthly dues and levies as determined by the Association on a monthly basis from the salaries or wages of each employee covered by this Agreement, whether a member of the Association or not.**
- 1202 The Clinic agrees that the aforesaid deductions shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.**
- 1203 The Association agrees to advise the Clinic of the amount of monthly dues or levies to be deducted and all amounts shall be forwarded by the Clinic to the Treasurer of the Association on a monthly basis together with a list of the names of employees for whom deductions have been made.**
- 1204 In consideration of the premises and of the Clinic making the compulsory deduction of Association dues or levies as herein provided, the Association agrees and does hereby indemnify and save the Clinic harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Clinic by reason of the Clinic making compulsory check off of Association dues provided for in this paragraph.**
- 1205 The Association shall notify the Clinic in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made, provided that such changes shall not occur more than twice in any calendar year.**

1206 The Association shall provide the Clinic with a list of officers and representatives of the Association, their addresses and telephone numbers and shall provide the Clinic with a revised list from time to time as occasion may require.

1207 The amount of dues or levies shall be certified to the Clinic over the signature of a responsible officer of the Association.

1208 Once annually, the Clinic is to provide the Association with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, classification, salary rate, date of employment and employee status (i.e. full-time, part-time, or casual). The Association will have forty-five (45) days in which to bring any alleged errors to the attention of the Clinic. The Employer will correct any errors so found.

ARTICLE 13: PART-TIME EMPLOYEES

1301 Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified and shall be entitled to a pro-rata share of all benefits to which full-time employees are entitled.

ARTICLE 14: GRIEVANCE PROCEDURE

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

1401 Unless dismissed or suspended by the Clinic, the employee shall continue to work in accordance with the agreement until such time that such **dispute** is settled by means of negotiations between the representatives of the Clinic and the Association.

1402 The employee or the Association, as the case may be, shall within ten (10) working days of the occurrence of the incident bringing about the dispute, report such incident in writing to the Management Representative.

1403 If the dispute is not settled within seven (7) calendar days of the same being referred to the Supervisor, then the employee or the Association, as the case may be, shall within seven (7) calendar days thereafter set out the grievance in writing, and file the same with the Manager of the Clinic or designate.

1404 If the grievance is not settled within seven (7) calendar days from the date that the dispute is set out in writing and filed with the Clinic Manager or designate, then within four (4) calendar days thereafter the same shall be referred to the Directors of the Manitoba Clinic.

1405 If the grievance is not settled within seven (7) calendar days from the date that the same is filed with the Directors of the Manitoba Clinic then it may at any time within seven (7) calendar days thereafter be referred by either party to a Board of Arbitration to be composed

of one nominee appointed by the Clinic and one by the Association, such appointments to be made within ten (10) calendar days of such reference. The two (2) nominees so appointed shall, within fourteen (14) calendar days of the nomination of the last of them, select a third member who shall be the chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the **Manitoba Labour Board** to appoint such nominee. A decision of the majority of such Board of Arbitration shall be final and binding on both parties hereto.

1406 Should the two appointed arbitrators fail to agree upon a chairman within the time limits herein provided, then the two arbitrators shall forthwith apply to the **Manitoba Labour Board** to select a chairman. Each party shall be responsible for its individual contract costs and the expenses of the Chairman of the Arbitration Board shall be shared equally between the Clinic and the Association.

ARTICLE 15: SENIORITY

1501 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 they commenced work with the Clinic. It shall be used as just one of the factors in cases of promotion, layoff and recall within the department providing the senior employee is qualified, competent and willing to perform the work.

1502 MAHCP Seniority of an employee will be retained and accrue during:

- a) any period of paid leave of absence;
- b) any period of paid income protection;
- c) any period of unpaid leave of absence of four (4) weeks or less;
- d) any period of 3rd party disability payments, seniority shall continue to accrue for a maximum of 2 years from the commencement of the disability;
- e) absence due to workplace injury for up to two (2) years;
- f) any period of Maternal and/or Paternal Leave;
- g) **layoff of twenty-six weeks or less.**

1503 MAHCP Seniority will be retained but will not continue to accrue during:

- a) any period of unpaid leave of absence in excess of four (4) weeks;
- b) absence due to workplace injury for more than two (2) years;
- c) any layoff more than twenty-six (26) weeks and not more than five (5) years.

1504 MAHCP Seniority will terminate if an employee:

- a) resigns;
- b) is discharged and not reinstated;
- c) is laid off for more than five (5) years;
- d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.



ARTICLE 16: MISCELLANEOUS

1601 The Clinic shall pay professional and/or license fees for full time cardiology technologists who, as a condition of employment are required to be a member of a professional association or to be licensed. Such payments shall also be made for part time employees whose only employment as a cardiology technologist is with the Manitoba Clinic. Such payments shall be made on a pro-rata basis, for part time Clinic cardiology technologists who are also employed as a cardiology technologist at facilities other than the Manitoba Clinic. Should an employee leave the employment of the Manitoba Clinic during the course of a year for which the Clinic has reimbursed that employee the fees, the said employee shall have the pro-rata portion of the annual professional and/or licence fees for the balance of the year deducted from his pay cheque prior to leaving the Clinic.

1602 Upon retirement, an employee who has attained the age of 60 and with 15 years of service shall be entitled to receive payment of an additional month's salary.

1603 An employee may examine their personnel file upon request. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.

ARTICLE 17: JOB SECURITY, LAYOFF & RECALL

1701 If a reduction in the working force becomes necessary, employees will be laid off in reverse order of seniority within their occupational classification subject to the provisions of Article 15 (Seniority) and the more senior employee being qualified and competent.

1702 Employees on layoff are to be recalled in order of seniority. Such recall shall be made by registered mail to their last recorded address and shall provide up to two (2) weeks notice to report back to work. The employee is required to contact the Clinic within one (1) week of such notice, confirming their intention to return to work as scheduled. An employee who fails to contact the Clinic within this one week of such notice shall be considered terminated. An employee who declines to return to a position in the same occupational classification as held prior to layoff shall be considered terminated.

1703 Employees who are to be laid off shall be entitled to notice or pay in lieu of such notice as follows:

- Employee(s) with less than 3 years seniority – 2 weeks
- Employee(s) with less than 5 years but more than 3 years seniority – 4 weeks
- Employee(s) with less than 10 years but more than 5 years seniority – 6 weeks
- Employee(s) with more than 10 years seniority – 8 weeks

ARTICLE 18: EMPLOYEE/MANAGEMENT CONSULTATIONS

1801 The Clinic, Association or representatives of the Association, agree to meet at the request of either party during the term of the Collective Agreement, respecting issues relating to the

workplace which affect the parties or any employee in the bargaining unit bound by the Collective Agreement.

- 1802 Issues discussed at this level that are not already covered in the Collective Agreement, shall be regarded as purely advisory in nature and effect, and are not subject to the provisions of Article 14, Grievance Procedure.

ARTICLE 19: TERM OF AGREEMENT

- 1901 This Agreement shall be in force and effect from the first day of January 1, 2023 and thereafter until a new Agreement has been ratified.

Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention not more than ninety (90) days and not less than thirty (30) days prior to the expiration date hereof.

The parties hereto shall begin meetings within one (1) month after notice for the purpose of negotiating a good faith Collective Agreement.

Signed this 15 day of MARCH, 2024
In the City of Winnipeg in the Province of Manitoba,



KEITH MCCONNELL

On Behalf of the Manitoba Clinic



On Behalf of the Manitoba
Association of Health Care
Professionals

MEMORANDUM OF UNDERSTANDING #1

BETWEEN:

**Manitoba Clinic,
(hereinafter referred to as "Clinic")**

– and –

**Manitoba Association of Health Care Professionals,
(hereinafter referred to "Association")**

RE: BENEFITS

Full time Cardiology Technologists and full time Cardiology Technicians shall be eligible for coverage under the term of the Life Insurance, Accidental Death Dismemberment, Long Term Disability and Health Care Spending Account plans as per the **Industrial Alliance** Accidental Death & Dismemberment and **Industrial Alliance** Life & Group Long-term Disability plan text, and Blue Cross Health Care Spending account plan text.

It is noted that the above benefits are 100% paid for by the employee.

The parties agree that any changes to a third-party benefit provider shall be communicated to the Association and shall form an addendum to this memorandum as agreed-to by the parties.

Effective January 1, 2023 the annual health spending account shall be \$1500.00. Subsequent annual increases to match non-unionized staff. MAHCP representative will be advised of any changes made to the health spending account.

It is specifically understood and agreed between the MAHCP and the Clinic that notwithstanding Article 13 – Part time Employees contained in the Collective Agreement, the provisions of the Life Insurance, Accidental Death and Dismemberment, Long Term Disability and Health Care Spending Account plans are applicable to full time employees only.

Should it be necessary for the Clinic to reduce the work hours of Caridad Gutierrez, or Gliceria Cabusas, the following outlines the changes to their individual benefit programs.

The condition that only full-time employees are eligible for coverage under the life insurance, accidental death and dismemberment, long term disability and the Health Spending Account plans is waived.

Life Insurance coverage will remain at \$30,000.00

Accidental Death and Dismemberment coverage will remain at \$30,000.00
Long Term Disability monthly benefit will be based on the Industrial Alliance Life Formula. The premium for long term disability coverage will continue to be paid by the employee.

Health Spending Account will be credited with the applicable annual benefit dollars as noted above.

After applying for the full time (80 hrs bi-weekly) position and prior to being employed on October 4, 2010, Ms. Gutierrez requested she be allowed to work approximately 74 hours bi-weekly, as opposed to the full time 80 hours bi-weekly. The clinic agreed to accommodate this request, and notwithstanding the provisions contained elsewhere in this agreement and memorandums of understanding, the Clinic also agreed to waive the full time eligibility requirement provisions relating to the following employee benefit plans:

- Life Insurance
- Accidental Death & Dismemberment
- Long Term Disability
- Health Spending Account

On Monday June 3, 2013 Ms. Gutierrez submitted a letter to the Clinic requesting she be allowed to work 70 hours bi-weekly (35 hours per week) effective that date. The Clinic agreed to accommodate this request and notwithstanding the provisions contained elsewhere in this agreement and memorandums of understanding, the Clinic also agreed to continue to waive the full-time eligibility requirement provisions relating to the following employee benefit plans:


- Life Insurance
- Accidental Death & Dismemberment
- Long Term Disability
- Health Spending Account

For purposes of greater clarity, the "waiting period" requirement eligibility provisions remain in effect for the above listed employee benefit plans, but as stated above, the full time eligibility requirement provisions are waived for Ms. Gutierrez.


In addition, Ms. Gutierrez will be eligible to join the clinic employee pension plan after one year of employment.

For the specific purpose only of eligibility for payment of professional and/or license fees, as outlined in Article 1601 – Miscellaneous, Ms. Gutierrez shall be regarded as a full-time Cardiology Technologist (Charge).

Signed this 15 day of MARCH, 2024
In the City of Winnipeg in the Province of Manitoba,



KEITH MCCONNELL
On Behalf of the Manitoba Clinic



On Behalf of the Manitoba
Association of Health Care
Professionals

SCHEDULE "A"

The Employer will provide a general wage increase of 7.5% broken down by year as follows:

January 1, 2023 – 3.0%*

January 1, 2024 – 2.25%

January 1, 2025 – 2.25%

*The 1.25% addition to be added to the 1.75% increase already received by employees on January 1, 2023

Add 3% 2023

2023	Year 1	Year 2	Year 3	Year 4	Year 5
Charge	27.265	28.267	29.580	30.955	34.401
Technologist					
Cardiology	25.241	26.243	27.555	28.931	30.381
Technologist					
EKG Technician	18.800	19.899	20.887	21.929	23.029

Add 2.25% 2024

2024	Year 1	Year 2	Year 3	Year 4	Year 5
Charge	27.878	28.903	30.246	31.651	35.175
Technologist					
Cardiology	25.809	26.833	28.175	29.582	31.065
Technologist					
EKG Technician	19.223	20.347	21.357	22.422	23.547

Add 2.25% 2025

2025	Year 1	Year 2	Year 3	Year 4	Year 5
Charge	28.505	29.553	30.927	32.363	35.966
Technologist					
Cardiology	26.39	27.437	28.809	30.248	31.764
Technologist					
EKG Technician	19.656	20.805	21.838	22.926	24.077

- a) In the event that a full-time employee is granted an extended leave of absence greater than 4 weeks, and the Clinic desires to hire a temporary/term employee, the parties agree that they shall meet to negotiate the terms of the temporary/term employee's position – these terms may include but are not limited to: the length of term, allowable benefits and wages.
- b) Any former full-time employee of the Clinic who resigns or retires and assumes casual status employment shall not be paid less than the hourly rate earned immediately prior to their resignation or retirement.
- c) In the event the Clinic needs to replace any full time incumbents or hire any additional

permanent part time or full time employees, it is agreed that the parties will meet to codify the wage rates of the individual(s) as an addendum to this Memorandum of Understanding. In addition, the Clinic shall not hire any permanent employees for an hourly rate less than the agreed to scales in Schedule "A".

Signed this 15 day of MARCH, 2024
In the City of Winnipeg in the Province of Manitoba,



KEITH MCCONNELL

On Behalf of the Manitoba Clinic



On Behalf of the Manitoba
Association of Health Care
Professionals