

Collective Agreement

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

Local 363

January 1, 2016 to December 31, 2019

Table of Contents

Article 1	Nature of the Bargaining Unit.....	1
Article 2	Definitions	2
Article 3	Limitation of Work Performed by Non Members of Bargaining Unit.....	5
Article 4	Union Security	5
Article 5	Probationary Period	6
Article 6	Hours of Work.....	6
Article 7	Overtime	7
Article 8	Statutory Holidays.....	8
Article 9	Relieving Rates of Pay - Supervisor	9
Article 10	Transfers	10
Article 11	Relieving Rates of Pay in Bargaining Unit.....	10
Article 12	Vacations with Pay	11
Article 13	Management’s Rights and Functions	13
Article 14	Employee/Management Advisory Committee	13
Article 15	Layoff or Clinic Closure	14
Article 16	Payment for Meeting Attendance	15
Article 17	Strikes and Lockouts.....	15
Article 18	Union Representative.....	15
Article 19	Leaves	17
Article 20	Seniority	20
Article 21	Technological Change	22
Article 22	Wages.....	24
Article 23	Grievance Procedure	25
Article 24	Arbitration	27
Article 25	Bulletin Board	28
Article 26	Jury Duty.....	28
Article 27	Witness Fees	28
Article 28	Bereavement Leave and Compassionate Leave	28

Article 29 Health and Welfare 30

Article 30 Termination..... 31

Article 31 Job Security..... 31

Article 32 Expiration and Renewal..... 32

Article 33 Employee Files 32

Appendix “A” Health and Welfare 35

Letter of Agreement 41

Letter of Understanding..... 44

Letter of Understanding..... 45

Letter of Understanding..... 46

Salary Schedule..... 47

*All changes appear in **bold**.

Alphabetical Table of Contents

Article 24	Arbitration	27
Article 28	Bereavement Leave and Compassionate Leave	28
Article 25	Bulletin Board	28
Article 2	Definitions	2
Article 33	Employee Files	32
Article 14	Employee/Management Advisory Committee	13
Article 32	Expiration and Renewal.....	32
Article 23	Grievance Procedure	25
Article 29	Health and Welfare	30
Article 6	Hours of Work.....	6
Article 31	Job Security.....	31
Article 26	Jury Duty.....	28
Article 15	Layoff or Clinic Closure	14
Article 19	Leaves	17
Article 3	Limitation of Work Performed by Non Members of Bargaining Unit.....	5
Article 13	Management's Rights and Functions	13
Article 1	Nature of the Bargaining Unit.....	1
Article 7	Overtime	7
Article 16	Payment for Meeting Attendance	15
Article 5	Probationary Period	6
Article 9	Relieving Rates of Pay Supervisor	9
Article 11	Relieving Rates of Pay in Bargaining Unit.....	10
Article 20	Seniority	20
Article 8	Statutory Holidays.....	8
Article 17	Strikes and Lockouts.....	15
Article 21	Technological Change	22
Article 30	Termination.....	31

Article 10 Transfers 10
Article 18 Union Representative..... 15
Article 4 Union Security.....5
Article 12 Vacations with Pay 11
Article 22 Wages..... 24
Article 27 Witness Fees..... 28
Appendix “A” Health and Welfare 35
Letter of Agreement 41
Letter of Understanding..... 44
Letter of Understanding..... 45
Letter of Understanding..... 46
Salary Schedule..... 47

*All changes appear in **bold**.

This Agreement made this 24th day of February, 2017.

between:

Winnipeg Clinic Medical Corporation

(hereinafter referred to as the “Clinic”)

of the first part

and

Manitoba Government and General Employees’ Union

(hereinafter referred to as the “Union”)

of the second part

WHEREAS the Clinic and the Union desire to cooperate in establishing and maintaining conditions which will promote a harmonious relationship between the Clinic and the employees covered by this Agreement, to provide methods for fair and amicable adjustment of disputes which may arise between them and to promote efficient operation.

Now, Therefore, The Union And The Clinic Mutually Agree As Follows:

Article 1 Nature of the Bargaining Unit

- 1:01** The Employer recognizes the Union as the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit as certified by the Manitoba Labour Board Certificate Number **MLB-6794** and **MLB-7169**, or as may be granted voluntary recognition by the Employer and identified in the Salary Schedule.
- 1:02** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except where it has been mutually agreed

upon by both parties or in the case of training or emergency when bargaining unit members are not available.

1:03 Confidentiality

Patient medical information is confidential. Any unauthorized release of confidential patient medical information shall be subject to disciplinary action up to and including termination as outlined in the “Confidentiality Policy Governing the Protection of Personal Health Information”.

Article 2 Definitions

2:01 “Full-time Employee” - A full time employee shall be an employee scheduled to work thirty-seven and one half (37½) hours per week.

2:02 “Part-time Employee” - A part time employee shall be an employee scheduled to work less than thirty-seven and one half (37½) hours per week.

Part time employees shall be covered by all provisions of this Agreement unless otherwise specified and, if eligible, will receive a prorata share of salary, annual vacation, general holidays, pension, and sick leave.

2:03 “Term Employee” - Means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A term employee shall not be engaged for a period greater than twelve (12) months unless mutually agreed by the Union and the Employer.

The terms of this Agreement shall not apply to term employees except as provided for below:

- (a) Term employees shall receive vacation pay calculated **in accordance with Article 12.**
- (b) Term employees shall be paid not less than the start rate or up to the third step for the position to which they are assigned.
- (c) Term employees shall have Union dues deducted in accordance with Article 4.

- (d) Term employees shall be entitled to compensation for overtime in accordance with Article 7.
- (e) Article 23 Grievance **Procedure**, shall apply to term employees only with respect to the matters of this Article.
- (f) Time worked as a term employee shall not be counted for seniority purposes unless the term employee goes, without interruption of service, to a full or part time position.
- (g) Term employees (newly hired) are subject to Article 5.
- (h) Statutory Holidays - pay shall be in accordance with Article 8.
- (i) Term employees shall be entitled to leave in accordance with Article 28 - Bereavement Leave and Compassionate Care Leave.
- (j) Term employees cannot bid for vacant positions until the completion of their term of employment.

2:04 “Casual Employee” - An employee not scheduled for work on the posted schedule but one who is occasionally called in to work by the employer to:

- (a) Replace a full-time, part-time or term employee;
- (b) Supplement regular staff coverage in situations of unforeseen staff shortage.

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

- (a) Casual employees shall receive vacation pay calculated at the rate of four percent (4%) for all hours worked. Vacation pay so earned is payable at the end of each calendar year.
- (b) Casual employees shall be paid not less than the start rate or up to the third step for the position to which they are assigned.

- (c) Casual employees shall have Union dues deducted in accordance with Article 4.
- (d) Casual employees shall be entitled to compensation for overtime in accordance with Article 7.
- (e) Article 23 shall apply to casual employees only with respect to the matters of this Article.
- (f) Casual employees are not guaranteed any hours of work. In the event no wage payment is made during any pay period, the employer shall have no responsibility to deduct or remit dues for that pay period.
- (g) Casual employees reporting for work as requested by the employer and finding no work available shall be paid at least three (3) hours pay at her basic rate of pay.
- (h) Statutory Holidays - pay shall be in accordance with Article 8.
- (i) Casual employees who have successfully completed their probationary period shall be allowed to bid on vacant positions.

2:05 “Layoff (full-time employees)” – layoff shall mean, an employee who does not receive a normal work week, as found in other sections, because of lack of work.

2:06 “Layoff (part time employees)” – layoff shall mean an employee **for whose position the Clinic has determined they will have no hours to offer the employee for the foreseeable future.**

2:07 “Masculine or Feminine Gender” - When the masculine gender is used it shall also mean the feminine gender wherever applicable, and vice versa.

2:08 “Plural and singular” - When the plural is used it shall also mean the singular wherever applicable, and vice versa.

- 2:09** “Employees” - shall mean a person employed by the Clinic on a full-time, part-time, term or casual basis in one of the occupational classifications in the bargaining unit as defined in Article 1:01.

Article 3 Limitation of Work Performed by Non Members of Bargaining Unit

- 3:01** The Clinic agrees that employees who are not covered in the Bargaining Unit as stipulated in Article 1 shall not perform any work or duties that are normally performed by a member of the Bargaining Unit, except in cases of emergency, or where directed. Any such arrangement involving work being performed by employees who are not covered in the Bargaining Unit is to be temporary.
- 3:02** The Clinic will meet and discuss with the Union before contracting out any of the work performed by members of the Bargaining Unit. The Clinic agrees it will not contract out work for any period in excess of two (2) months. Any extension in excess of two (2) months requires consent of the Union.

Article 4 Union Security

- 4:01** The Clinic shall deduct from the wages of each employee covered by this Agreement the regular monthly dues established in accordance with the Union’s constitution and bylaws.
- 4:02** The Union shall advise the Clinic of the amount of the regular dues to be deducted and all amounts so deducted shall be forwarded by the Clinic to the Union monthly, together with a listing of employee names and their applicable deduction. All new employees shall, in addition to the above, be listed with their addresses, classification and work location. Upon request by the Union the Clinic shall provide a list of names and addresses of all employees from whom deductions have been made.
- 4:03** The Union shall notify the Clinic in writing of any changes in the amount of the dues at least one month in advance of the end of the pay period in which

the deduction is to be made. The amount of the dues will be certified to the Clinic over the signature of a responsible officer of the Union.

- 4:04** Each year the Clinic will calculate the amount of Union dues deducted from the employee's pay and shall indicate same on the T4 slip for each employee no later than February 28.

Article 5 Probationary Period

- 5:01** A probationary employee is one who has not successfully completed three (3) months of continuous full time employment.
- 5:02** All other probationary employees must successfully complete employment of four (4) calendar months or three hundred (300) hours, whichever is the greater.
- 5:03** A written appraisal of an employee's progress will be conducted prior to the expiration of an employee's probationary period, and provided to the employee.
- 5:04** The Clinic shall not be required to show cause of any sort in disciplining and/or discharging probationary employees.
- 5:05** The Clinic may, with the Union's consent, extend the probationary period for a further period, not to exceed three (3) calendar months.
- 5:06** The Clinic shall promptly notify, in writing, the employee and the Union staff representative upon the successful or non-successful completion of her probationary period.

Article 6 Hours of Work

- 6:01** Except where there is authorized overtime, the normal work day shall not exceed seven and one-half (7½) hours excluding meal periods and including rest periods.

6:02 Except where there is authorized overtime, the normal work week shall not exceed thirty-seven and one-half (37½) hours.

6:03 The Clinic agrees to schedule a meal period of sixty minutes uninterrupted duration to be taken between the hours of 11:00 a.m. and 2:00 p.m. Meal periods shall be without pay.

6:04 Rest periods for all employees shall be a twenty (20) minute period with pay and shall be scheduled by the Clinic to begin not earlier than one (1) hour after commencement of work or less than one (1) hour before a scheduled meal period or end of shift.

An employee shall be entitled to two (2) such paid rest periods, one during the first half of the shift and the second during the second half of the shift. An employee working five (5) hours or less in a day shall be entitled to one (1) paid rest period of thirty (30) minutes as scheduled by the Clinic and no meal period.

6:05 Notwithstanding the provisions of Article 6:01 and 6:03 the Clinic may schedule hours of work at its satellite clinics on Sundays and holidays to include a meal period of only twenty (20) minutes duration which meal period shall be with pay.

6:06 No employee shall have their scheduled hours of work changed without thirty (30) days notice from the Clinic or mutual agreement by both parties.

The only exception is that the Clinic shall not change an employee from days to evenings (i.e. outside of 7:00 a.m. to 6:00 p.m.) without mutual consent between the employee and the Clinic with notification to the Union.

Article 7 Overtime

7:01 Overtime shall mean any authorized time worked in excess of the normal hours of work in each work day or normal work week as provided for in Article 6:01 or 6:02.

- 7:02** Except as provided herein, all overtime must be approved in advance by the designated supervisor. Should a Doctor's Assistant be requested by the doctor to work overtime due to the doctor seeing a patient(s) following the conclusion of normal work hours, the employee shall advise the designated supervisor on the next work day and such overtime shall be considered as approved.
- 7:03** There will be no payment for occasional overtime periods of less than fifteen (15) minutes in a day unless scheduled. However, when an employee works fifteen (15) or more minutes overtime in a day she shall be paid for all overtime worked.
- 7:04** Overtime shall be paid at **one and one-half times (1 ½)** the regular hourly rate of pay. At the employee's request, overtime may be accumulated to a maximum of three (3) working days compensated by the granting of equivalent time off at the **one and one-half times (1 ½)** rate. Such time off shall be taken at a mutually agreeable time prior to December 31 and, if not taken, shall be paid out.

Article 8 Statutory Holidays

- 8:01** The following days shall be considered statutory holidays for which an eligible employee shall receive a normal working day's pay as set out in Article 6:01.

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday (flexible holiday)	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

And any other day or a portion of a day generally observed or designated as a holiday by the local, provincial or federal government.

- 8:02** If a statutory holiday occurs during an employee's vacation, she shall have the opportunity to take an extra day of vacation with pay or an extra day of pay.

8:03 It is understood and agreed that Remembrance Day shall be a statutory holiday when it falls on the regular working day Monday through Friday, or where it falls on a Saturday or Sunday and the employee works on that Saturday or Sunday.

Whenever Remembrance Day falls on a Saturday or Sunday, and it is not a regular working day for the employee, one (1) flexible day with pay shall be granted in lieu.

8:04 For purposes of Article 8, a normal work week (as provided for in Article 6:02) in which a statutory holiday occurs shall be deemed to be shortened by a normal work day as provided for in Article 6:01.

8:05 The flexible holiday referred to in Article 8:01 may be designated by the Clinic to be taken on Easter Monday and if not so designated shall be taken no later than March 31st, of the following year. In the event that the Clinic and the employee are unable to agree upon the date on which such holiday is to be taken, the Clinic shall, at the employee's request, pay a normal working day's pay for that holiday.

8:06 A full-time, part-time, term or casual employee is eligible for Holiday pay on or for each of the Holidays referenced in Article 8:01 unless the employee is absent on her/his first scheduled workday before or after the holiday without the employer's consent.

8:07 An employee required to work on a statutory holiday will be paid **one and one-half times (1 ½)** the regular rate for all hours worked in addition to the compensation she would have been entitled to for the statutory holiday, or if mutually agreed, one and one half times her regular rate of pay, plus a compensating day off with pay.

Article 9 Relieving Rates of Pay - Supervisor

9:01 An employee in the Bargaining Unit relieving a supervisor for four (4) hours or more shall receive two dollars (\$2.00) per hour for all hours so worked in addition to her regular hourly rate of pay. Those employees who are

designated as floor coordinators, from time to time, shall receive a premium of two dollars (\$2.00) for all hours worked in such capacity.

Article 10 Transfers

10:01 The Clinic agrees that it will not transfer any employee to another department within the Bargaining Unit unless a doctor requests the employee be transferred, or if there is an emergency which will include failure of an employee to report for work, or additional workload, or illness of an employee or vacations, or authorized leaves of absence.

In these instances, unless a doctor so requests, the employee involved will be informed that it is for a temporary period of time.

Article 11 Relieving Rates of Pay in Bargaining Unit

11:01 Any employee relieving an employee in a higher paid classification shall receive the higher rate of pay for said classification when relieving for four (4) hours or more.

11:02 (a) An employee who is **required** by the designated supervisor to provide training and orientation to: (1) a probationary employee; (2) an existing employee learning a new classification, **shall receive a premium of two dollars (\$2.00) for each hour the employee is required to provide training and orientation to a maximum of seventy-five (75) hours in duration.**

(b) **An employee who is required by the designated supervisor to provide orientation to an employee who will be covering in a different department, shall receive a premium of two dollars (\$2.00) per hour for each hour the employee is required to provide orientation.**

Article 12 Vacations with Pay

12:01 The vacation year shall be from April 1st to March 31st in the following year. Except as provided herein vacation earned in any vacation year is taken in the following vacation year. The whole of the calendar year shall be available for vacations to be taken.

Vacation credits shall be earned on a prorated basis and shall accumulate from the first day in which an employee commenced employment.

12:02 Employees shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Length of Employment	Rate at Which Vacation Earned
In the 1 st year:	2 weeks (approximating .83 days per month of service)
In the 2 nd to 5 th year inclusive:	3 weeks (approximating 1.25 days per month of service)
In the 6 th to 10 th year inclusive:	4 weeks (approximating 1.67 days per month of service)
In the 11 th to 22 nd year inclusive:	5 weeks (approximating 2.08 days per month of service)
In the 23 rd and subsequent years:	6 weeks (approximating 2.5 days per month of service)

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

12:03 **The Clinic, no later than February 10 of each year, will post each employee’s vacation entitlement accrued to the end of the second pay period in January and allow employees to express their vacation preference by March 1. At that time employees will be required to submit a request for the entirety of their anticipated entitlement, however, final approval will be subject to each employee’s actual accrual to March 31.**

- 12:04** The Employer will post an approved vacation schedule not later than March 31st having considered operational requirements and the seniority, circumstances and preferences of each employee. The Employer may require an employee to take vacation in two non-contiguous periods where the requested and approved dates fall, in whole or in part, within June 1 to September 30.
- 12:05** An employee who fails to provide her choice of vacation under 12:03 shall not subsequently have preference in choice of vacation time for dates where another employee(s) has indicated her preference. In the event an employee's current annual vacation is not scheduled the Employer has the right to schedule the vacation prior to the end of the vacation year. Vacation may be carried over to the next vacation year as outlined in 12:07(b).
- 12:06** An employee who terminates employment for any reason shall be entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of paid hours (exclusive of overtime hours) as follows:
- (a) For employees accruing at the rate of 2 weeks per year: 4%
 - (b) For employees accruing at the rate of 3 weeks per year: 6%
 - (c) For employees accruing at the rate of 4 weeks per year: 8%
 - (d) For employees accruing at the rate of 5 weeks per year: 10%
 - (e) For employees accruing at the rate of 6 weeks per year: 12%
- 12:07** (a) An employee shall be entitled to request vacation prior to the commencement of the vacation year to the extent that the employee has accrued vacation credits and such request shall be considered subject to operational requirements.
- (b) An employee shall be entitled, on a non-cumulative basis, to carry over up to five (5) working days' vacation to the following vacation year.
- 12:08** Upon written request, an employee may be granted five (5) days of vacation with pay (prorated for part time employees) in advance of such vacation

credits having been earned. Such request shall occur in accordance with the timing set out in 12:03 and may be granted subject to operational requirements and shall not be unreasonably denied. The vacation advance shall be deducted from the vacation credits earned in the subsequent vacation year. In the event of resignation, termination or retirement the monetary equivalent of the vacation advance shall be deducted from an employee's final pay. An employee is not eligible for the advance if they have unused accrued vacation from the previous vacation year or if the employee has carried over five working days' vacation as outlined in **Article 12:07(b)**.

Article 13 Management's Rights and Functions

13:01 The Clinic has the right, responsibility and the authority to manage, operate and generally regulate the Clinic and its affairs and functions.

13:02 Without restricting the generality of Article 13:01, in discharging its rights, responsibilities and authority to manage, the Clinic shall direct and control operations, maintain, discipline and regulate the efficiency of the employees, shall require employees to observe reasonable rules and regulations, hire, lay off or assign employees working hours, transfer, promote and demote, without restricting the generality of Article 13:01. The Clinic shall only discipline, suspend or discharge employees for just cause.

13:03 None of the rights of the Clinic as set forth in Article 13:01 or Article 13:02 shall be exercised in a manner contrary to the terms of this Collective Agreement.

13:04 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 14 Employee/Management Advisory Committee

14:01 The Clinic and the Union agree to cooperate in the formation and operation of a joint Labour Management Committee. The Committee shall consist of up to three (3) employee representatives and up to three (3) representatives of

the Clinic. The Chair will alternate between the Clinic and employee representatives for each meeting.

- 14:02** The Committee shall meet at the written request of either party with five (5) working days advance notice being given or shall meet at least once every six (6) months. A meeting agenda and minutes will be prepared and circulated by the presiding chair. Employees shall suffer no loss of basic pay for time spent in such meetings.
- 14:03** The purpose of the Committee shall be:
- (a) To provide full understanding and confidence between employees and the Clinic;
 - (b) To discuss workplace issues affecting employees and the Clinic;
 - (c) To make Union Staff Representatives aware of the benefit programs and to discuss such programs; and
 - (d) To maintain working conditions that are conducive to the safety and health of Clinic employees;
 - (e) To discuss workload concerns.

Article 15 Layoff or Clinic Closure

- 15:01** The Clinic agrees to give any employee with three (3) months service or more, two (2) full weeks' notice in writing of a layoff.
- 15:02** If the Clinic permanently closes its offices, it shall give the employees one (1) month notice in writing of same.
- 15:03** The notice provided for in Article 15:01 and Article 15:02 shall, in no event, be less than the notice required under the Employment Standards Act (Manitoba) as amended from time to time.
- 15:04** **All layoffs shall occur in reverse order of seniority and all recalls from layoff shall occur in order of seniority. In the event of a deletion of an**

occupied position or as a result of an employee exercising her rights under this Article, an employee may exercise seniority rights to displace another employee in the same or lower classification subject to her having the qualifications and ability. A part-time employee cannot displace a full-time employee. For the purposes of this Article “qualifications” refers to required education, knowledge, skills, aptitude and competence and “ability” refers to mental and physical capability.

Article 16 Payment for Meeting Attendance

16:01 When the Clinic requires an employee to be present at a meeting called by the Clinic, time spent at such meeting shall be considered as time worked and shall be paid at applicable overtime rates if the time spent is in addition to the normal daily or weekly hours of work.

Article 17 Strikes and Lockouts

17:01 It is mutually agreed that there shall be no strikes, lockouts, stoppages or work slow-downs during the life of this Agreement.

Article 18 Union Representative

18:01 The Union agrees to exchange with the Employer a current list of officers and authorized representatives and to notify the Employer in writing within fourteen (14) working days of any change or changes in Union representation.

18:02 The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Union when negotiating or dealing with matters concerning the Agreement.

18:03 When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be three (3) representatives.

- 18:04** By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.
- 18:05** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a regular manner and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.
- Except in cases of emergency, at least five (5) complete working days advance notice of request for such leave will be given by the employee or the Union.
- 18:06** Stewards and employees shall not conduct union business during their working time.
- 18:07** The duties of the stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 18:08** For complaints of an urgent nature, a steward shall first obtain the permission of the steward's immediate supervisor before leaving work to investigate such complaint with the employee and supervisor. Such permission shall not be unreasonably sought or withheld. On resuming the steward's normal duties, the steward shall notify the steward's supervisor.
- 18:09** When it is necessary for a steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the steward and the employee shall notify their supervisor(s).
- 18:10** The Union representative or designate shall have up to thirty (30) minutes at a time mutually agreeable with the Employer, to acquaint new employees

falling within the scope of this Agreement with the Union for orientation purposes.

Article 19 Leaves

19:01 The Clinic may, in its sole discretion, grant other leaves of absence upon request.

19:02 The requesting and granting of leaves of absences shall be in writing.

19:03 Seniority will accumulate during any authorized leave of absence.

19:04 **Parenting Leave**

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

Employees will receive compensation from Employment Insurance for fifteen (15) weeks and/or thirty-five (35) weeks during their applicable leaves. Employees should also note that there is a two (2) week waiting period while waiting for benefits.

(a) **Maternity/Parental Leave**

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (i) An employee must have completed seven (7) consecutive months employment at the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the end of the twenty-second week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

- (iii) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on Maternity Leave.
- (iv) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- (v) A full-time/part-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be as set out in Section A-3.

(b) Parental Leave - Paternity

An employee shall receive Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (i) He becomes the natural father of a child and assumes actual care and custody of his child.
- (ii) He has completed seven (7) consecutive months employment as of the date of the intended leave.
- (iii) He submits to the Employer an application in writing for Parental Leave at least four (4) weeks before the days specified in the application as the day on which the employee intends to commence the leave.
- (iv) Parental Leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(c) Parental Leave - Adoption

An employee shall receive Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (i) An employee must adopt a child under the laws of the province.
 - (ii) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
 - (iii) An employee has completed seven (7) consecutive months employment as of the date of the intended leave.
 - (iv) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (d) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her/his return. On return from Maternity and/or Parental Leave, the employee shall be reinstated to the position the employee occupied when the leave began or to a comparative position, with not less than the wages and any other benefits earned by the employee immediately before the leave began.
- (e) An employee may end her/his parental leave earlier than the thirty-seven (37) weeks by giving the Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from maternity and/or Parental Leave, the employee shall be placed in her/his former classification at the same increment step.

19:05 All maternity leave vacancies will be posted.

19:06 Sick Leave

After one (1) year of a medically authorized leave (other than maternity), an employee must submit in writing their notification one (1) month prior to returning to work. Along with notification the employee must also provide the Clinic with a doctor's certificate certifying that he/she is medically fit to work.

19:07 An employee returning from an authorized medical leave shall return to the same job classification, at the wage scale applicable to such employee's seniority. In returning to the same job classification, the employee may not necessarily return to the exact position they occupied prior to the authorized medical leave.

Article 20 Seniority

20:01 Seniority shall be defined as the total accumulated regular hours paid from the last date that the full time or part time employee was hired by the Clinic. It shall be used as one of the factors in cases of promotion, vacancy selection, layoff and recall.

20:02 Seniority shall accumulate during all paid and unpaid authorized leaves of absence.

20:03 Seniority shall be considered broken and services terminated if an employee:

- (a) Is duly discharged by the Clinic and not reinstated by the grievance and arbitration procedures in this Agreement.
- (b) Voluntarily quits or resigns.
- (c) Has been laid off continuously for a period of twelve (12) months or is called back to work after a layoff and does not return to work within ten (10) calendar days from the posting of a registered letter of recall to the last address made known by the employee to the Clinic.
- (d) Is absent from work without a written leave of absence for more than three (3) calendar days unless a satisfactory reason is given by the

employee. Sickness or inability to communicate with the Clinic shall be considered a satisfactory reason.

- (e) Fails to return to work on the completion of an authorized leave of absence unless a satisfactory reason is given.

20:04 The Clinic shall post on the bulletin board, an updated copy of the seniority list as of January 1 and July 1 of each year and concurrently forward a copy to the Union. The posting as aforesaid and the forwarding of a copy to the Union shall occur within two (2) weeks of January 1 and July 1, as the case may be.

20:05 All layoffs shall occur in reverse order of seniority and all recalls from layoffs shall occur in order of seniority. In the event of a deletion of an occupied position, the individual can exercise seniority rights subject to her ability, prior work performance and qualification.

20:06 **Position Vacancies**

The Clinic agrees to post all vacancies within the Bargaining Unit for a period of five (5) complete working days. No vacancy shall be filled by a person outside of both Bargaining Units, unless no qualified person from within both Bargaining Units has applied for the vacancy. A copy of each position shall be given to the Local President and the Staff Representative at the time of posting.

20:07 Employees within the Bargaining Unit shall be given first opportunity to apply for vacancies within the Bargaining Unit. All applicants will be informed of the final decision.

20:08 A regular full-time or part-time employee who is the successful applicant for a posted term position shall not be converted to a term employee. Upon completion of the term position the employee shall maintain seniority and be returned to her former classification.

20:09 (a) Subject to Article 20:01, in the case of a position vacancy other than Doctor's Assistant, the selection of an employee for a vacant or new

position shall be based on qualifications, ability, and prior work performance. Where these factors are deemed relatively equal, the Clinic will make the selection that is fair and reasonable.

- (b) Subject to Article 20:01, in the case of a position vacancy of a Doctor's Assistant, the selection for a vacant or new Doctor's Assistant position shall be based on qualifications, ability, and prior work performance. Where these factors are deemed relatively equal by the Doctor, the Doctor will make the final decision on the best fit for his or her position.

An unsuccessful applicant may inquire of the Clinic as to the reasons the employee was not selected for the position, the reasons shall be provided in writing.

- 20:10** All promotions and voluntary transfers are subject to one (1) month trial period, and if an employee is found by the Clinic to be unsatisfactory in her new position during this trial period, the employee shall be returned to the employee's former classification without loss of seniority. All other employees so affected may be returned to their former classification as required without any notice requirement and without loss of seniority.

The employee may elect to return to her former classification at any time during the one (1) month trial period, without loss of seniority with the consent of the physician whose desk is being reassumed.

- 20:11** If a newly hired employee should resign her position within the first five (5) working days of their employ, the Clinic reserves the right to continue the hiring process for a candidate without re-posting the vacancy. This right shall extend for a period of sixty (60) days past the date of resignation, after which time the vacancy shall be re-posted.

Article 21 Technological Change

- 21:01** Technological change shall mean the introduction by an employer into his work, undertaking or business of equipment than that previously used by him

in the operation of the work, undertaking or business, and a change in the manner in which the employer carries on the work, undertaking or business that is directly related to the introduction of that equipment.

21:02 In the event of a technological change that is likely to affect the terms and conditions or the security of employment of a significant number of employees in the unit or to alter significantly the basis upon which this Agreement has been negotiated, the Clinic will advise the Union at least ninety (90) days before the date on which the technological change is to be effected and shall indicate the following:

- (a) The nature of the technological change
- (b) The date the Clinic intends to present and put into effect the technological change.
- (c) The approximate number of positions that may be affected by the change or number of jobs that may be reduced.
- (d) Any other pertinent information.

21:03 In the event of such technological change Article 72, 73 and 74 of the Labour Relations Act of Manitoba shall not apply.

21:04 When the Clinic introduces technological change as set out in this Article, it shall endeavour, where feasible, to train employees who have completed their probationary period, and whose jobs would be lost because of the technological change.

If any employee cannot be retrained, within the period of notice of the technological change, during a maximum training period of thirty (30) calendar days, such employee shall be given notice of termination. When such notice of termination is given, **the employee** shall receive one week's notice or salary in lieu of notice for each complete year of service with the Clinic but in no case less than three weeks' notice or salary in lieu of thereof. This notice and/or salary shall not be in addition to that required by Article 15.

Article 22 Wages

- 22:01** Wages shall be paid in accordance with the Salary Schedule of this Agreement. The Clinic shall normally hire new employees at the start rate but it may hire qualified and trained employees at any step higher than the start rate provided that the Clinic meets with the Union in advance of such hire to discuss the proposed rate and the reasons therefore, and provided further that the Clinic advises the Union, in writing, of the rate at which the new employee is eventually hired. The Clinic will also advise the new employee that she is being hired at a rate that is higher than the start rate set forth in the Agreement. Such employee must abide by all other terms and provisions outlined in this Collective Agreement. Failure of the Clinic to comply with the provisions of this Article will result in the newly hired employee being placed at the start rate.
- 22:02** Wages shall be paid biweekly.
- 22:03** If a new position for which a rate of pay has not been previously negotiated is created within the Bargaining Unit, the Clinic agrees to meet with the Union and negotiate a rate of pay for this new position.
- 22:04** If the parties cannot reach an agreement pursuant to Article 22:03 at the request of either party the matter shall be submitted to Arbitration pursuant to the Arbitration Article of this Agreement in which case the Arbitrator shall determine an appropriate wage rate by comparison to other positions covered by this Agreement.
- 22:05** “Promotion” means a change of employment to a higher paid classification within the scope of this Agreement. Upon promotion the employee’s current salary is increased to the nearest step value in the higher classified position resulting in an increase of no less than five (5) percent.
- 22:06** **Demotion**
- (a) Demotion means a change of employment to a lesser paid classification with the scope of this Agreement. Upon demotion, the employee’s

current salary is reduced to the maximum rate of pay in the lower classified position.

(b) **Non-Disciplinary Demotion**

Should an employee be reclassified to a lower classification due to changing conditions in the Clinic, or due to the results of a position re-evaluation, she will maintain her current hourly rate of pay until the salary schedule in which the employee was reclassified reaches her hourly rate of pay.

22:07 Increments for Non Full-time Employees

Non full time employees shall receive increments (calculated from the date of her last increment or her starting date as the case may be) on the basis of one (1) increment for each 1,300 hours worked or one (1) year's service, whichever occurs later. In the case of the increment being given on the basis of 1,300 hours worked, it shall be applied to the pay period next following completion of 1,300 hours worked.

Article 23 Grievance Procedure

23:01 Any complaint, disagreement or difference of opinion between the Clinic, the Union, or the employees covered by this Agreement, which concerns the interpretation, application, operation or alleged violation of the terms and provisions of this Agreement, shall be considered as a grievance.

23:02 When it becomes necessary to interview an employee with respect to a situation which may give rise to discipline or to take disciplinary action, the employee will be represented by the Union at any meetings held unless the employee refuses such representation.

23:03 Employees receiving disciplinary action will have access to their own personnel file upon written request by the employee involved.

23:04 Steps of the Grievance Procedure

Any employee, the Union or the Clinic may present a grievance. Any grievance which is not presented within twenty (20) working days following the event giving rise to such grievance or within twenty (20) working days following the event giving rise to a discharge grievance, shall be forfeited and waived by the aggrieved party.

23:05 All grievances shall be submitted in writing.

23:06 The procedure for adjustment of grievances and disputes by an employee shall be as follows:

Step 1

The employee and a Union representative shall first raise the issue with the employee's immediate supervisor. The supervisor shall respond within five (5) working days. Failing satisfactory resolution, the grievance may be submitted to the Chief Executive Officer or, in the absence of the CEO, the Financial Controller within five (5) working days.

Step 2

The Union representative(s) may take the matter up with the Chief Executive Officer or in the absence of the CEO, the Financial Controller. The Clinic's representative will meet with the Union within twenty (20) working days to hear the grievance. The Clinic's representative will respond to the Union, in writing, within twenty (20) working days.

23:07 If a satisfactory settlement cannot be reached, then upon request of either party, within ten (10) working days of receiving the final, written decision from either party, the matter may then be referred to a selected single arbitrator as per Article 24.

23:08 **The parties agree that the time limits established for the steps in the grievance procedure and for the referral of a grievance to arbitration in Article 24 are established for procedural orderliness in order for there to be a timely disposition of a grievance. The time limits established in**

this article may be extended only by mutual written consent of the Clinic and the Union.

Article 24 Arbitration

- 24:01** 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 Clinic and the Union agree that the following persons will act as arbitrator in a rotation, where possible: Blair Graham, Arne Peltz, and Diane Jones.
- 24:02** In reaching a decision, the arbitrator shall be governed by the provisions of this Agreement and shall render a decision as soon as reasonably possible.
- 24:03** In the event of termination, discharge or suspension of an employee, the arbitrator shall have the right to sustain the Clinic's action or reinstate the employee with full, part or no back pay, with or without loss of seniority, or to settle the matter in any way the arbitrator deems equitable.
- 24:04** The arbitrator shall not be vested with the power to change, modify or alter any of the terms of the Agreement, except as indicated in Article 24:03.
- 24:05** If necessary, the arbitrator may be requested to clarify the terms of her awards. 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.
- 24:06** 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.
- 24:07** The arbitrator's decision shall be final and binding upon all parties concerned.

24:08 The expense and fee of the arbitrator shall be borne equally by parties to the arbitration proceedings.

24:09 The time limits fixed in the arbitration procedure may be extended by written agreements by the parties.

Article 25 Bulletin Board

25:01 The Clinic agrees to provide a bulletin board for the posting of notices by the Union provided however that no notice will be posted without the prior consent of the Chief Executive Officer or designate.

Article 26 Jury Duty

26:01 All employees summoned to jury duty shall be paid wages amounting to the difference between the amount paid to them for jury services and the amount of wages they would have earned.

Article 27 Witness Fees

27:01 Employees required to appear in court as a witness on behalf of the Crown will be paid wages amounting to the difference between the amount paid them for witness fees and the amount of wages they would have earned.

Article 28 Bereavement Leave and Compassionate Leave

28:01 An employee shall be granted up to four (4) days paid bereavement leave in the event of death of a spouse, child, parent, or sibling including grandparents, **great-grandparent**, step-parents, aunt, uncle, niece, nephew, in-laws, fiancé or member of the employee's household.

28:02 Necessary time off up to one day at basic pay will be granted an employee to attend a funeral as a pallbearer or mourner.

28:03 Bereavement leave with pay may be extended where travel is required.

- 28:04** Compassionate leave with pay for reasons other than death, such as serious personal loss due to fire, flood or theft, may be granted.
- 28:05** Bereavement leave with pay may be reduced in whole or in part at the discretion of the Clinic when the employee is on vacation.
- 28:06** (a) An employee shall receive Compassionate Care Leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- (i) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
 - (ii) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
 - (iii) An employee may take no more than two (2) periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) weeks duration.
- (b) For an employee to be eligible for leave a physician who provides care to the family member must issue a certificate stating that:
- (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (A) The day the certificate is issued; or
 - (B) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one (1) or more family members.
- (c) The employee must give the Employer a copy of the physician's certificate as soon as possible.

- (d) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
 - (iv) Or any other person described as family in the applicable regulations of the Employment Standards Code.
- (e) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (f) Seniority shall accrue as per Section 20:02.
- (g) Subject to the provisions of Appendix "A" - Article A3 an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- (h) In the event of the death of the family member during this period of leave, the employee shall be eligible for Bereavement Leave in accordance with Article 28.

Article 29 Health and Welfare

29:01 Health and Welfare shall be as indicated in Appendix "A" attached to this Agreement.

Article 30 Termination

30:01 Employment may be terminated voluntarily by an employee by giving one (1) pay period of notice in writing exclusive of any vacation due. Employees, employed for thirty (30) days or more but less than one (1) year, must only provide one week's termination notice.

30:02 Employment may be terminated with less notice or without notice:

- (a) By mutual agreement between the employer and employee.
- (b) During the employee's probationary period.
- (c) When an employee is discharged for just cause and not reinstated.
- (d) When the employer issues payment of basic salary equivalent to the period of notice not given.

30:03 Except as provided for in Article 30:02, when terminating employees the Employer must give the following notice:

<u>Period of Employment</u>	<u>Notice Period</u>
30 days and less than 1 year:	1 week
1 year and less than 3 years:	2 weeks
3 years and less than 5 years:	4 weeks
5 years and less than 10 years:	6 weeks
10 years or more:	8 weeks

Article 31 Job Security

31:01 All full time, permanent employees, who are employed on January 11, 1991 and covered by this Agreement shall not be subject to a reduction in their normal hours of work or lay off due to technological change except if any one of the following is applicable:

- (a) An employee does not complete their probationary period.

- (b) The employee has refused a transfer to another position, with no loss in pay, for which he/she is qualified.
- (c) The Executive **Committee** of the Winnipeg Clinic declares that extraordinary financial or other exigencies necessitate a reduction in the number of employees.

31:02 Where the employee has been transferred to another position without a loss in pay and another position becomes available for which he/she is qualified, the employee will be considered for the position, if the employee is appointed to the position and declines the position, he/she will revert to the actual pay grid of the job currently being performed.

Article 32 Expiration and Renewal

32:01 This Agreement has a term of **four (4) years** and expires **December 31, 2019**. All employees will receive back pay on wage changes to January 1, **2016**.

32:02 Either of the parties wishing to revise this Agreement shall notify the other party in writing not less than thirty (30) and not more than ninety (90) days before the expiratory date of its desire to negotiate a revised Agreement.

32:03 Where the required notice for revision is given by either party, negotiations shall be commenced promptly so that if it is reasonably possible, revisions of this Agreement may be concluded within the notification period. During the period of negotiations, this Agreement shall remain in full force and effect. Negotiations may be terminated by either party giving to the other party thirty (30) days prior written notice.


Article 33 Employee Files

33:01 Upon written request to the employee's supervisor, an employee may examine her employee file within ten (10) days of the request, or later if mutually agreed. The employee shall be given the opportunity to examine any document related to performance or discipline prior to its being placed in the employee file and may provide a written reply to


any document which shall also be placed in the employee file. Upon request the employee shall be provided a copy of any documents specified. An employee shall have the right to have a Union representative present when the file is reviewed.

IN WITNESS WHEREOF A representative of Winnipeg Clinic Medical Corporation has hereunto set their hand for, and on behalf of, Winnipeg Clinic Medical Corporation; and Loren Findlay, Staff Representative of Manitoba Government and General Employees' Union, has set his hand for, and on behalf of, Manitoba Government and General Employees' Union.

Signed this 24 day of FEBRUARY, 2017.



On behalf of Winnipeg Clinic Medical Corporation



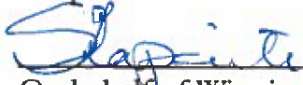
On behalf of Manitoba Government and General Employees' Union




On behalf of Winnipeg Clinic Medical Corporation



On behalf of Manitoba Government and General Employees' Union



On behalf of Winnipeg Clinic Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Appendix "A" Health and Welfare

Article A1 Continuation of Benefits and Privileges

A1:01 The Clinic agrees to continue and maintain all existing Health and Welfare benefits and privileges enjoyed by the employees. The Clinic agrees to provide the following Health and Welfare benefits to all employees covered by the Agreement, as follows:

Article A2 Life Insurance

A2:01 All full time employees who have successfully completed their three (3) month probationary period and all other employees who have successfully completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period are entitled to participate in the group life insurance plan.

A2:02 (a) Employees without dependents

- (i) Life insurance equivalent to one times (1x) current annual salary as at April 1 of each year.
- (ii) Accidental Death and Dismemberment insurance equivalent to one times (1x) current annual salary as at April 1 of each year.

(b) Employees with dependents

- (i) Life insurance equivalent to two times (2x) current annual salary as at April 1 of each year.
- (ii) Accidental Death and dismemberment insurance equivalent to two times (2x) current annual salary as at April 1 of each year.

The Clinic shall pay the full cost of such insurance. All benefits are subject to the eligibility and insurability provisions of the life insurance plan.

Article A3 Sick Leave and Family Leave

- A3:01** There is no sick leave with pay during the first three (3) months of employment.
- A3:02** After the probationary period has been successfully completed, all employees who are normally scheduled to work thirty-seven and one-half (37½) or more hours in a pay period will earn sick leave. Full-time employees will earn sick leave at the rate of one (1) day for every calendar month of service. Eligible part time employees will earn such leave on the basis of one (1) hour for every twenty-one point six seven (21.67) hours of service.
- A3:03** There shall be a maximum sick leave accumulation of one hundred twenty (120) working days.
- A3:04** All employees who have completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period shall participate in a long term disability plan which shall pay to the employee, after one hundred nineteen (119) calendar days of disability, a sum equivalent to sixty percent (60%) of the employee's monthly salary. Subject to the provisions of eligibility and insurability of the designated plan, employees shall pay the full cost of such insurance.
- A3:05** All employees who complete one calendar year without utilizing any sick leave shall receive one flexible day with pay, to be taken at a time, mutually agreeable to the employee and the Clinic. This day must be taken within twelve (12) months.
- A3:06** If while on vacation, an employee entitled to income protection is hospitalized for twenty-four (24) hours or is unable to work for a period of three (3) days or more, sick leave may be substituted for vacation. The employee must provide a valid medical certificate for all such periods of time. All periods of vacation displaced shall be reinstated for use at a mutually agreed later date.

A3:07 A full-time or part-time employee shall be entitled to three (3) days of leave with pay each fiscal year to attend to family responsibilities which are real and unavoidable and which necessitate the employee's absence from work. Such absence shall be charged against the employee's sick leave credits.

Article A4 Pension Plan

A4:01 The Clinic shall provide a money purchase equal contribution pension plan for employees in the Bargaining Unit. Such a plan shall be consistent with the current provincial pension plan regulations. The Clinic shall notify the Union of any plan changes to the pension plan. The Clinic shall match each employee's contribution to a maximum of six (6%) percent of the employee's annual earnings.

A4:02 **Applicable to employees hired on and after January 1, 2018**

The Clinic shall provide a money purchase equal contribution pension plan for employees in the Bargaining Unit. Such a plan shall be consistent with the current provincial pension plan regulations. The Clinic shall notify the Union of any plan changes to the pension plan. The Clinic shall match each employee's contribution to a maximum of five (5%) percent of the employee's annual earnings.

Article A5 Dental Plan

A5:01 All full time employees who have successfully completed their three (3) month probationary period and all other employees who have successfully completed their probationary period and who are normally scheduled to work forty-five (45) or more hours in a pay period are entitled to participate in the dental plan.

A5:02 The Clinic agrees to provide a dental plan for all employees who **qualify under A5:01**. Each employee and each employee's dependent shall be entitled to a maximum of coverage of \$1, 200.00 per person per year. The Clinic shall pay seventy percent (70%) of all eligible claims for routine

treatment and fifty percent (50%) of all eligible claims for major and orthodontic treatment. **Effective January 1, 2017 the maximum coverage will be \$1,300.00.**

Article A6 Prescription Drugs

A6:01 Prescription drugs shall be available to employees, spouse, children, and any other person deemed a dependent under the Income Tax Act at cost from the Winnipeg Clinic Pharmacy.

Article A7 Optical Care

A7:01 Optical care shall be available through the Blue Cross to employees enrolling in same, but said employees must pay the full cost of the premiums.

Article A8 Uniform Allowance

A8:01 The uniform allowance will be \$250.00 per fiscal year for full time and part-time employees.

A8:02 An employee must complete the probationary period before being eligible for an allowance.

A8:03 Uniform Allowance

- (a) A uniform must be a requirement of a position as determined by the Chief Executive Officer.
- (b) All uniforms must be approved by the employee's supervisor before an allowance is payable, in whole or in part, and accompanied by a copy of the original receipt to be provided no later than November 15th of each year.
- (c) The uniform allowance is a non-taxable benefit.

The Clinic will consult with the Union prior to the implementation of a dress code.

A8:04 Uniform Allowance Payout

- (a) The **uniform allowance payout** is payable the first pay day in December of each year.
- (b) The **uniform allowance payout** is calculated by subtracting the amount paid to the employee as a uniform allowance from the total annual allowance of \$250.00.
- (c) The **uniform allowance payout** is a taxable benefit.

Article A9 Employee Benefits Book

A9:01 The Clinic shall provide all employees with a booklet(s) describing the level of benefits and the employee entitlement thereto under the Clinic group benefit plans.

Article A10 Voluntary Compensation

A10:01 The Clinic will maintain General and Professional Liability Insurance that includes Voluntary Compensation in lieu of Workers Compensation.

Article A11 Liability Insurance

A11:01 The Clinic will provide the Union with a letter setting forth the nature of the liability insurance that it carries for Union members and the extent of such coverage.

Article A12 Summer Hours

A12:01 The Clinic and the Union agree to meet early in each calendar year to discuss the possibility of implementing summer hours.

Article A13 Employment Insurance

A13:01 Employment Insurance regulations require that when a disability begins before a notice of separation from employment was given, benefits must be

payable for the duration of the disability, until the exhaustion of all accumulated paid sick leave, or for seventy-five (75) working days, whichever occurs first.

Letter of Agreement*between***Winnipeg Clinic Medical Corporation***and***Manitoba Government and General Employees' Union**

The Collective Agreement for the period from October 1, 1998 to September 30, 2000 (the "1998 Collective Agreement") provides that for employees classified as secretary or switchboard operator, the normal workday shall not exceed seven (7) hours excluding meal periods and including rest periods.

During negotiations for renewal of the 1998 Collective Agreement, the Employer has raised the issue of changing the normal work day for such employees to a period not exceeding seven and one-half (7½) hours. This suggested change by the Employer is agreeable to the Association, providing that those employees classified as secretary or switchboard operator who are employed as of September 30, 2000 shall be entitled to have an election as to whether they wish their normal work day to be seven (7) hours or seven and one-half (7½) hours.

Accordingly, the parties have agreed in the new Collective Agreement to delete the reference to seven (7) hours in the second paragraph of Article 6:01 of the 1998 Collective Agreement.

1. The provision of seven and one-half (7½) hours shall only apply in respect of those persons classified as secretary or switchboard operator who commence employment with the Employer subsequent to September 30, 2000 and in respect of those employees classified as secretary or switchboard operator who elect a normal work day of seven and one-half (7½) hours as hereinafter set out.

2. Each person employed by the Employer as of September 30, 2000 who is classified as a secretary or switchboard operator shall be offered the opportunity to express an election whether they wish to have their work day treated as seven (7) hours or whether they wish to have their normal work day treated as seven and one-half (7½) hours. The format of the Election form shall be subject to mutual agreement by the parties hereto.
3. The election made by each employee so affected shall be binding upon the employee and the Employer and may only be subsequently changed by mutual agreement of the employee and the Employer.
4. For those employees classified as secretary or switchboard operator who elect the seven and one-half (7½) hour work day or those who commenced employment as secretary or switchboard operator after September 30, 2000, their normal work week shall be thirty-seven and one-half (37½) hours and for those employees who elect the seven (7) hour normal work day, their normal work week shall be thirty-five (35) hours.
5. No employee by reason of having elected seven (7) hours as the work day shall have one's pay and/or benefits reduced or adversely effected by reason of such election. As such, those employees who elected seven (7) hours as the work day are deemed to be full-time employees, notwithstanding the definitions in Section 2:01 and Section 2:02.
6. This Letter of Agreement shall, unless cancelled by mutual agreement of the parties hereto, continue in full force and effect during the term of the new Collective Agreement and any renewal thereof until such time as there are no persons still employed as secretary or switchboard operator who elected the seven (7) -hour normal work day.
7. This Letter of Agreement shall be included as an Appendix to the new Collective Agreement.

Signed this 24 day of February, 2017.


On behalf of Winnipeg Clinic Medical Corporation


On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

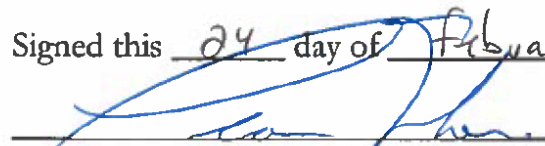
Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

The Employer and the Union agree that when and if a doctor joins Winnipeg Clinic Medical Corporation and brings an employee to work at the Clinic, there shall be no reason to post the initial position the employee will be filling.

Signed this 24 day of February, 2017.


On behalf of Winnipeg Clinic Medical Corporation


On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

For so long as the MGEU has a continuing bargaining relationship with the Clinic (Employer), the Clinic shall provide the MGEU with a room for the MGEU's exclusive use at no rental cost to the MGEU whatsoever. The room shall be self contained with a door and floor to ceiling walls and approximate eighty (80) square feet or more. The specific room designated may vary from time to time, subject to not less than 30 days prior notice. Any improvements to the designated room will be the sole responsibility of the MGEU and be subject to the prior approval of the Clinic, which approval shall not be unreasonably withheld.

Signed this 24 day of February, 2017.



On behalf of Winnipeg Clinic Medical Corporation



On behalf of Manitoba Government and General Employees' Union

Letter of Understanding

between

Winnipeg Clinic Medical Corporation

and

Manitoba Government and General Employees' Union

The Employer agrees that **Karen Hitchings** is entitled to a two dollar (\$2.00) per hour premium over and above the regular Senior Clerk rate applicable.

The premium recognizes that the position held by the employee is beyond the duties presently required for a Senior Clerk. This premium will apply to the employee for as long as she continues working in her existing position in the Accounts Department.

Signed this 24 day of February, 2017.


On behalf of Winnipeg Clinic Medical Corporation


On behalf of Manitoba Government and General Employees' Union

Salary Schedule

EFFECTIVE JANUARY 1, 2016 2% WAGE INCREASE

<u>Classification</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clerk	12.520	13.017	13.433	13.892	14.369	
Switchboard	13.998	14.452	14.939	15.340	15.918	
Senior Clerk	14.013	14.448	14.902	15.340	15.875	
Accounts Clerk	14.013	14.448	14.902	15.340	15.875	
Doctor Assistant	15.828	16.536	17.186	17.822	18.535	19.145
Transcriptionist	17.467	18.256	18.979	19.807	20.530	21.254
LPN	20.686	21.716	22.756	23.776	24.814	25.834
RN*	26.592	27.625	28.656	29.723	30.720	31.728
RN**	27.625	28.656	29.723	30.720	31.728	32.758

* This scale is applicable for 2016 until the pay period following ratification of the Collective Agreement.

** RN one step adjustment to be effective the pay period following the date of ratification of the Collective Agreement.

EFFECTIVE JANUARY 1, 2017 2% WAGE INCREASE

<u>Classification</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clerk	12.771	13.278	13.702	14.170	14.657	
Switchboard	14.278	14.741	15.238	15.647	16.237	
Senior Clerk***	14.437	14.885	15.352	15.804	16.355	16.905
Accounts Clerk	14.294	14.737	15.200	15.647	16.193	
Doctor Assistant	16.145	16.867	17.530	18.179	18.896	19.528
Transcriptionist	17.817	18.622	19.359	20.204	20.941	21.679
LPN	21.100	22.151	23.212	24.252	25.311	26.351
RN	28.178	29.230	30.318	31.335	32.363	33.414

***** Senior Clerk special wage adjustment of 1% plus additional step (Year 5) applied. Employees in the Senior Clerk Classification who were at the maximum Year 4 on January 1, 2016, will be eligible to be placed at the Year 5 rate effective January 1, 2017.**

EFFECTIVE JANUARY 1, 2018 2% WAGE INCREASE

<u>Classification</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clerk	13.027	13.544	13.976	14.454	14.951	
Switchboard	14.564	15.036	15.543	15.960	16.562	
Senior Clerk****	14.874	15.335	15.817	16.282	16.850	17.416
Accounts Clerk	14.580	15.032	15.504	15.960	16.517	
Doctor Assistant	16.468	17.205	17.881	18.543	19.274	19.919
Transcriptionist	18.174	18.995	19.747	20.608	21.360	22.113
LPN	21.522	22.594	23.677	24.737	25.818	26.878
RN	28.742	29.815	30.925	31.962	33.011	34.083

**** Senior Clerk special wage adjustment of 1% applied.

EFFECTIVE JANUARY 1, 2019 2% WAGE INCREASE

<u>Classification</u>	<u>Start</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>	<u>Year 4</u>	<u>Year 5</u>
Clerk	13.288	13.815	14.256	14.743	15.250	
Switchboard	14.856	15.337	15.854	16.280	16.894	
Senior Clerk	15.172	15.642	16.154	16.608	17.187	17.765
Accounts Clerk	14.872	15.333	15.814	16.280	16.848	
Doctor Assistant	16.798	17.550	18.239	18.914	19.660	20.318
Transcriptionist	18.538	19.375	20.142	21.021	21.788	22.556
LPN	21.953	23.046	24.151	25.232	26.335	27.416
RN	29.317	30.412	31.544	32.602	33.672	34.765

An additional two hundred dollars (\$200) per month will be paid to all Doctor Assistants currently registered as a Registered Nurse, provided this is a requirement for the function they are performing as determined by Clinic Administration.