



COLLECTIVE BARGAINING AGREEMENT

between

Gamma Dynacare Medical Laboratories
(Herein referred to as the “Lab”)

and

MANITOBA ASSOCIATION OF HEALTH CARE PROFESSIONALS
(Herein referred to as the “Association”)



April 1, 2011 to March 31, 2014

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PREAMBLE

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

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

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

ARTICLE 1 - APPLICATION

- 1.01 The Lab recognizes the Association as the sole and exclusive bargaining agent for:
A technical unit consisting of all Medical Laboratory Technologists, Technicians, and Cytology Technologists, Pathology Technicians, Electrocardiology Technologists and Technicians employed by Gamma Dynacare Medical Laboratories in the City of Winnipeg, in the Province of Manitoba except those excluded by the Act.
- 1.02 If other classifications are added to the said bargaining unit, the parties agree to meet forthwith for the purpose of determining the rates of pay for such classifications. If the Lab and the Association are unable to agree within 90 days from the first negotiation meeting concerning this issue, then either party may refer the issue to arbitration in accordance with Article 22.
- 1.03 A copy of this agreement shall be provided by the Association to each present employee and all future employees bound by this Agreement. The Association and the Lab will share equally all costs in connection with the printing and distribution of this Agreement. The Lab will indicate its requirements prior to printing. The cost to the Lab shall not exceed four hundred dollars (\$400.00), and a photocopy of the original invoice is to be provided by the Association to the Lab.
- 1.04 No employee shall enter into any separate agreement which conflicts with the provisions hereof.

ARTICLE 2 - DEFINITIONS

- 2.01 Where the context so requires, masculine and feminine terms or singular and plural terms shall be considered interchangeable. Wherever used in this Agreement, the following words shall have the meaning hereinafter set forth:
- 2.02 EMPLOYEE - An employee means a person employed by the Lab in a position which is included in the bargaining unit.
- 2.03 An employee will be advised whether she is full-time, part-time, temporary or casual at the time of her hire or upon any subsequent change to that status.

2.04 FULL-TIME EMPLOYEE - A full-time employee means an employee who has been hired as such and who regularly works a minimum of thirty-five (35) hours per week.

For the Cytology Department, only

A full-time employee means an employee who has been hired as such and who regularly works a minimum of forty (40) hours per week.

2.05 PART-TIME EMPLOYEE - A part-time employee means an employee who regularly works less than thirty-five (35) hours per week.

For the Cytology Department, only

A part-time employee means an employee who regularly works less than forty (40) hours per week.

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

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

- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
- b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
- c) Casual employees shall be entitled to shift premium as outlined in Article 6 (Shift and Weekend Premium).
- d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 7 (Overtime).
- f) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- g) The Employer agrees to deduct Association dues from casual employees in accordance with Article 21 (Association Security).
- h) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- i) Article 22, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- j) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.

- k) Casual employees shall accrue seniority for hours worked only for the sole purpose of applying for a job posting relative to other casual employees and only where there are no qualified full-time or part-time applicants currently in the bargaining unit. The seniority hours accrued during the period of casual employment shall not be carried over to employment in a permanent or temporary position.

Casual employees shall receive increments on the basis of one (1) increment upon completion of 1820 hours, in accordance with Article 6.01. Such increment shall be applied on the first day of the first pay period following completion 1820 hours.

2.07 TEMPORARY EMPLOYEE - means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than fifty-two weeks, unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to illness, injury or WCB claim).

In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement.

- a) For situations related to WCB and/or illness and/or accident and/or Maternity/Parental Leave, Compassionate Care Leave or where there is a temporary vacancy due to leave for public office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said temporary position will expire upon the return of the current incumbent to his position, subject to a minimum of forty-eight (48) hours notice. Any temporary positions directly resulting from the above procedure will be posted in the same manner.
- b) A temporary employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit. At the conclusion of the term for which she was engaged, the temporary employee shall be entitled to exercise her seniority rights when applying for vacant positions for which she is qualified.
- c) A temporary employee hired to temporarily replace a permanent employee shall be entitled to exercise her seniority rights to obtain a vacant position for which she is qualified prior to the expiration of her term.
- d) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position within the bargaining unit if that position

is within a different discipline (laboratory) or specialized area of practice.

- e) A temporary employee shall have no seniority rights in matters of demotion, layoff and recall.
- f) A temporary employee who applies for or is awarded a posted position prior to the end of her period of temporary employment shall have her service connected for seniority purposes.
- g) A temporary employee shall not be terminated and re-hired for the purpose of extending the period of temporary employment in the same position without prior approval of the Association. Where a temporary employee completes her term of employment and is the successful applicant for a different consecutive term position, it shall not be deemed to be an extension of the original temporary position.

2.08 PROBATIONARY EMPLOYEE

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

2.09 EMPLOYER - The Employer is Gamma-Dynacare Laboratories.

2.10 "Basic rate", "Salary" or "Pay" means the amounts indicated in Schedule A hereto.

2.11 CSMLS means the Canadian Society of Medical Laboratory Sciences and CMLTM means the College of Medical Laboratory Technologists of Manitoba.

R.T. means Registered Technologist certified by and currently registered with the CSMLS.

2.12 Technologist means a graduate of an approved school of medical laboratory technology and/or an individual who has attained certification and is currently registered with the CSMLS and CMLTM.

2.13 Association Representative means any official of the Manitoba Association of Health Care Professionals elected, appointed or hired by the Association to conduct the business of the Association. This includes Officers of the Association.

- 2.14 Staff Representative means an employee who is an official of the Association elected or appointed by the membership representing a commonality of working conditions that could include site, occupation and geographical setting.

ARTICLE 3 - CLASSIFICATIONS

- 3.01 Technician means an employee who has or who will be provided with on-the-job training and who only performs specified laboratory procedures.

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

- 3.02 General Duty Technologist
Means a Registered Technologist hired and performing as such.

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

- 3.03 An employee who feels she is or has been improperly classified may grieve under Article 22.

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

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

ARTICLE 4 - MANAGEMENT'S RIGHTS

- 4.01 Except as expressly provided in this Agreement, the Association recognizes and acknowledges that the management of the Lab's operation and direction of the working force are fixed exclusively in the Lab and in particular the Association acknowledges that it is the exclusive function of the Lab to:

- (a) maintain order, discipline and efficiency;
- (b) hire, discharge, transfer, classify, promote, demote, lay-off, recall and discipline employees, provided that a claim of discriminatory promotion, demotion or transfer, or a claim that a non-probationary employee has been discharged without reasonable cause, may be the subject of a grievance and dealt with as hereinafter provided;
- (c) generally to manage the Lab and, without restricting the generality of the foregoing, to plan, direct and control operations, direct the work force, determine the nature and kind of business conducted by the Lab; determine the number of personnel required from time to time; determine the services to be performed and the methods, procedure

and equipment in connection therewith; to schedule work and shifts, to assign jobs; to increase or decrease the work force; to determine the job content and classification and to determine the number of employees in the classification; to set volume levels or quality of work to be performed; to designate the place of work, curtailment or cessation of operation, in whole or in part.

- 4.02 The Association further acknowledges the right of the company to operate and manage its business in accordance with its commitments and responsibilities to its customers, employee and their needs.
- 4.03 The foregoing enumeration of management's rights shall not be deemed to exclude other functions not specifically set forth. The Lab therefore retains all rights, power or authority in management not otherwise specifically covered in this Agreement.
- 4.04 In administering this Agreement and in administering its management rights, the Lab shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 5 - SALARIES

- 5.01 Salaries shall be paid to each employee in accordance with Schedule "A" attached hereto and made part hereof.
- 5.02 It is understood and agreed that all employees covered by this Agreement shall be placed at the level of wages as listed in Schedule "A" effective the first pay period following the date of ratification of this Agreement.
- 5.03 An employee's anniversary date shall be the anniversary of the date which she commenced employment with the Lab. Increments shall be paid effective from the actual anniversary date.
- 5.04 Any employee promoted out of the bargaining unit shall have the option for a period of three (3) months after the promotion takes effect of returning to the bargaining unit without loss of her seniority, and during this period, the Lab shall have the same option.
- 5.05 Upon promotion, an employee shall receive a salary applicable to her new classification which provides placement not lower than her current incremental level. Any increment due shall be granted on the anniversary date of the promotion.
- 5.06 Promotion means a change of employment from a lower salary classification to a higher salary classification within the scope of this Agreement.
- 5.07 Where the Lab determines in good faith that a vacancy exists in a new or existing classification within the scope of this Agreement, the vacancy will be posted on bulletin boards in all labs for not less than seven (7) calendar days, unless the parties agree to a shorter period. For informational purposes only,

the notice will set out: classification, title (if applicable), range of pay rates and present starting and quitting times. A copy of the posting shall be sent to the Association office. Job descriptions shall be available to applicants on request. Within seven (7) calendar days of the date of appointment to a vacancy or newly created position, the name of the successful applicant shall be posted on the bulletin board for a minimum of fourteen (14) calendar days. The Association shall be provided with the name of all successful applicants.

- 5.08 An employee shall be entitled to payment of all wages, vacation pay and other benefits within five (5) working days following termination.
- 5.09 Wages shall be quoted in terms of the hourly rates.
- 5.10 The Lab agrees to maintain a record of all authorized hours worked by all bargaining unit employees. Any employee wishing to see the record of her hours may make a written request to their Manager. The employee will be given the opportunity to review the record, for up to the previous six (6) pay periods, within two (2) working days. Employees shall not ask to review the record for the same period more than once. Wherever possible, the review shall not be conducted during the employee's working hours. Employees working in satellite locations shall be entitled to review their record outside of their regularly scheduled hours.

ARTICLE 6 - HOURS OF WORK

- 6.01 The regular or normal work week shall consist of thirty-five (35) hours, excluding meal periods but including rest periods, comprised of five (5) consecutive seven (7) hour days. Daily hours of work shall be consecutive.

For Cytology Staff, only

The regular or normal work week shall consist of forty (40) hours, excluding meal periods but including rest periods, comprised of five (5) consecutive eight (8) hour days. Daily hours of work shall be consecutive.

- 6.02 Meal periods shall be scheduled and allocated by the Lab and where operational needs permit will be one hour in duration, provided always that each employee shall receive at least one meal period during each work day or normal shift of work of at least five (5) hours' duration.
- 6.03 A rest period of twenty (20) minutes shall be scheduled and allocated by the Lab during each continuous three (3) hour period of work.
- 6.04 Shift schedules shall be posted at least one (1) month in advance, subject to change as mutually agreed, such agreement not to be unreasonably withheld.
- 6.05 Where an employee is required to attend a meeting called by the Lab on her or his day of rest or after completing her or his scheduled shift for that day, the employee shall be compensated in accordance with this Agreement.
- 6.06 If the Lab considers implementing a significant change to the normal work day, normal shift of work, normal work week, or normal rotation of shifts, the Lab will

attempt to obtain the agreement of a majority of affected employees at a meeting held to discuss and consider such changes. A properly designated representative of the Association shall be given seven (7) days' opportunity to attend this meeting and to express the Association's opinion in regard to any proposal of the Lab and to submit any alternate proposals for consideration. Failing implementation of the alternate proposals, a written explanation shall be sent to the Association. If after due consideration, the Lab still plans to implement the change, the affected employees will be given at least thirty (30) days' notice. Notice time may be adjusted by mutual agreement between the Association and the Lab.

- 6.07 An employee shall be paid a shift premium of \$1.25 per hour for all completed hours worked after 6:00 pm that day. An employee shall be paid a shift premium of \$1.25 per hour for all straight-time hours worked on Saturday or Sunday.

The Company agrees to negotiate a night shift premium (after midnight) should this occur.

- 6.08 Any employee working after 8:00 pm and before 6:00 a.m. shall be provided with accompaniment to the car or bus, at the preference of the employee through the Winnipeg Downtown Biz – Safe Walk Program.

The Company agrees to review this article with the Association as part of the relocation of the laboratory.

- 6.09 An employee who is required to remain on duty or return to work during her meal period shall be paid at overtime rates for the time so worked, if such time is authorized by Lab management.

ARTICLE 7 - OVERTIME

- 7.01 The Lab shall designate the manner in which overtime is to be authorized in writing.
- 7.02 Overtime shall be deemed to mean any authorized time worked in excess of the regular hours of work in each day.
- 7.03 The overtime rate shall be time and one-half for all overtime hours worked, except for any overtime hours worked on General Holidays as defined in Article 10.01 which shall be paid at double time.
- 7.04 If mutually agreed upon, an employee may be granted compensatory time off equivalent to and in lieu of the overtime payment to which the employee would otherwise be entitled, to a maximum of three days accumulation.

ARTICLE 8 - CALL BACK TO DUTY

- 8.01 The Lab agrees to discuss and negotiate in advance an appropriate on-call system should such become necessary.
- 8.02 An employee who has left the Lab premises and who is then called back to work to meet emergency conditions shall receive not less than the equivalent of three (3) hours pay at overtime rates, or her normal wage at overtime rates for the time actually worked, whichever is greater.
- 8.03 An employee who:
- a) Travels at the company's request or
 - b) Is required to travel to more than one location on any given day shall be reimbursed as follows:
 - 1) \$8.00 per trip plus parking costs (against receipts) or
 - 2) Mileage rate of \$0.40/km (excludes your daily commute to and from work) plus parking costs (against receipts) whichever is greater or
 - 3) Taxi fare to the next location (against receipts)

All time spent in travel for the employer shall be considered as time worked.
 - c) Employees required to travel on behalf of the Lab in excess of 1600 kilometers per year or four (4) times a month shall be required to purchase business Autopac coverage, the differential for which they shall be reimbursed by the Lab upon proof of payment.
- 8.04 The Lab agrees to maintain its current practice during the currency of the Collective Agreement respecting Mobile Phlebotomy , with the following daily rate adjustments upon date of signing the current collective agreement:
- a) an employee who uses her own vehicle for transportation to provide Mobile Phlebotomy services shall be paid a daily rate of \$7.45 plus \$0.40 per km and parking costs (against receipts). Mileage rate excludes employee's daily commute to and from work.
 - b) If the employee is required to travel to another location, the employee shall be reimbursed for the additional km to the location(s) as well as any additional parking costs (against receipts). The employee is not eligible for the reimbursement under 8.03.
 - c) Autopac differential to be reimbursed (against receipts).
- 8.05 A callback is defined as a request to return to any of the Lab sites received by an employee during the period between the completion of the regularly

scheduled hours of work and subsequent starting time. A callback shall be calculated from the time the employee arrives at the designated Lab site until the callback work for which she was called in to do has been completed and reported to the Manager.

- 8.06 In every period of overtime, a paid rest period of twenty (20) minutes shall occur during each continuous three (3) hours, unless the overtime worked is a full shift in which regular meal/rest periods shall occur.

ARTICLE 9 - RELIEVING RATES OF PAY

- 9.01 An employee temporarily assigned to perform substantial duties or responsibilities of a higher salary classification for at least one (1) entire shift shall be paid at the step in the higher salary classification range that provides an increase of at least five percent (5%) above her current rate.
- 9.02 Relief duties shall not exceed six (6) weeks. Any period over six (6) weeks shall be treated as a temporary promotion and so posted.
- 9.03 The appointment of an employee to a senior position for relief duty shall be confirmed by the Lab to the Association by letter.

ARTICLE 10 - GENERAL HOLIDAYS

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

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

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

- 10.02 Employees who work on a general holiday shall be paid time and one-half for all hours worked in addition to the straight time pay to which they may be entitled under this Agreement.
- 10.03 A general holiday to which an employee is entitled under 10.01, which occurs while an employee is receiving income protection benefits, will be paid as a holiday, and not be deducted from accumulated credits.
- 10.04 Part time employees will be paid five (5%) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.

ARTICLE 11 - VACATIONS WITH PAY

- 11.01 Employees with four (4) or less years of service will earn vacation entitlement at the rate of 1.25 days for each complete month of service (15 days per year).
- 11.02 Employees with five (5) years of service but with less than fifteen (15) years of service will earn vacation entitlement at the rate of 1.67 days for each complete month of service (20 days per year).
- 11.03 Employees with fifteen (15) years of service but less than twenty-five (25) will earn vacation entitlement at the rate of 2.08 days for each complete month of service (25 days per year).
- 11.04 An employee with twenty-five (25) years of service or more will earn vacation entitlement at the rate of 2.5 days per complete month of service (30 days per year).
- 11.05 Any employee who has not completed one year continuous employment as at May 31st of any year shall be given a pro-rated vacation.
- 11.06 The vacation earning period is the period between the 1st day of June and the next following 31st day of May.
- 11.07 The whole of the calendar year shall be available for the taking of approved annual vacation.
- 11.08 If a Statutory Holiday occurs during an employee's vacation, the employee shall have the opportunity to take an additional day of paid vacation.
- 11.09 An employee shall be given preference as to the selection of vacation on the basis of seniority, unless operational needs require otherwise.
- 11.10 An employee who terminates for any reason is entitled to pay in lieu of vacation earned but not taken, at the employee's rate at the time of termination.
- 11.11 The Lab shall post vacation entitlement lists not later than February 1st of each year so that employees may express their preference as to dates until March 1st.
- For vacation between June 1st and the following May 31st. Requests received after March 31st will be considered on a first come, first serve basis and based on operational requirements.
- 11.12 The Lab shall post approved vacation schedules not later than April 1st.
- 11.13 Approved vacation will be rescheduled only by mutual agreement, such agreement not to be unreasonably denied.

- 11.14 Upon request, an employee may be permitted to retain up to a maximum of three days of her regular vacation or banked time, or a combination thereof, for the purpose of taking such time off for personal reasons. No request shall be unreasonably denied.

ARTICLE 12 - INCOME PROTECTION

- 12.01 An employee shall be entitled to payment of basic salary during absence from work due to illness or injury sustained by the employee to the extent that the employee has accumulated income protection credits subject to the following conditions.
- 12.02 Full-time employees shall accumulate income protection credits at the rate of one (1) day per month of accrued seniority with a maximum accumulation of fifty-five (55) days.
- 12.03 Part-time employees shall accumulate income protection credits on a pro-rata basis.
- 12.04 The Lab may recover income protection benefits paid to a probationary employee if employment terminates upon or before the expiry of such probationary period.
- 12.05 An employee who will be absent due to illness or injury must make every reasonable effort to inform her supervisor at the earliest opportunity and in any event, prior to the commencement of her next scheduled shift.
- 12.06 The Lab shall continue to provide a Group Insurance Plan through Blue Cross on the same terms as in the past. The plan may be changed only by mutual agreement between the Association and the Lab.
- 12.07 Upon sufficient notification to the Lab, and with the Lab's consent which shall not be unreasonably denied, employees shall be allowed time off with pay to attend appointments with a doctor, dentist, optometrist or recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one quarter (1/4) hour.
- 12.08 An employee who is unable to work by reason of accident or illness which is not covered by income protection shall be granted an unpaid leave of absence for a period of one (1) month per year of service up to a maximum of twelve (12) months.
- 12.09 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested

ARTICLE 13 - Bereavement and Compassionate Leave

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

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

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

13.02 An extension of the bereavement leave may be granted without pay where travel is required by the affected employee.

13.03 Necessary time of up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer.

13.04 Additional compassionate or bereavement leave with or without pay may be granted in other unusual circumstances or in the event of the death of an individual known to the employee but not named above.

13.05 An employee shall be entitled to Compassionate Care Leave, without pay to provide care or support to a gravely ill family member for a period of up to eight (8) weeks.

ARTICLE 14 - LEAVE OF ABSENCE

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

b) Every effort will be made to accommodate reasonable requests for part-time leave of absence, consistent with Lab operating requirements.

14.02 An employee who:

a) has completed ten (10) months of employment with the Lab, and

b) who submits a written application for leave at least four (4) weeks before the date specified by her as the date she intends to commence such leave shall be granted maternity leave consisting of:

- a) seventeen (17) weeks if delivery occurs on or before the date specified in b) above; or
- b) seventeen (17) weeks plus the additional period if delivery occurs after the date specified in b) above.

- 14.03 An employee with ten (10) months' continuous employment with the Lab who:
- a) in the case of a female employee becomes the natural mother of a child,
 - b) in the case of a male employee becomes the natural father of a child, or assumes actual care and custody of his new born child, or
 - c) adopts a child under the law of a province, and
 - d) who submits a written application for leave

shall be granted parental leave of up to seventeen (17) weeks' duration.

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

An employee who takes parental leave in addition to maternity leave may be allowed a maximum of fifty-two (52) weeks of leave.

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

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

- 14.07 An employee who is elected to public office shall be granted leave of absence without pay for one term of office only, and may return only upon providing proof that she has the qualifications and the ability to perform the work then being done. The employee will be given up to three (3) months after expiry of her term of office to obtain the qualifications.

- 14.08 An employee on any leave of absence up to one (1) year covered by this collective agreement shall have the right to return to her former classification.

The Employer shall make every reasonable effort to assure that the employee returns to her former position.

- 14.09 An employee shall be entitled to time off with pay up to one (1) working day, to attend Citizenship Court to become a Canadian citizen. If more time is necessary, it may be granted without pay.

ARTICLE 15 - HEALTH AND WELFARE

- 15.01 a) The Lab shall provide and maintain lab coats which are required to be worn on duty. All such items remain the property of the Lab, and when no longer required must be returned by the employee.
- b) The Lab will reimburse an employee who proves that, through no fault of her own, she has suffered damage to her clothing while performing her duties according to proper Lab procedure.

- 15.02 The Association and the employees agree to work cooperatively with the Lab to ensure that applicable Provincial Safety and Health standards are met and maintained.

- 15.03 The Lab shall establish a Health and Safety Committee with equal representation from Lab Management and Association members. The Committee shall meet at least once per month and shall continue to function in accordance with the legislation applicable at any particular time.

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

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

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

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

- 15.05 The Lab agrees to add Long Term Disability coverage to the insurance provided under Article 12.06 (in place of the current Weekly Indemnity).

- 15.06 Pension Plan

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

15.07 The Lab shall make available appropriate vaccinations and booster shots necessary for the prevention of work-related debilitating diseases such as Hepatitis B.

15.08 Pandemics

a) The employer will ensure that protective equipment, devices, vaccinations and supplies be made available for the protection of employees should a pandemic emerge.

b) Necessary precautions be undertaken by the employer to protect employees from potential health and safety risk of infectious pandemic diseases.

c) Pandemic shall be defined as per the World Health Organization (WHO) three conditions:

* The emergence of a disease new to the population

* The agent infects humans, causing serious illness

* The agent spreads easily and sustainably among humans.

15.09 The Employer and the Association jointly agree that there shall be no discrimination against any employee because of Union membership or non-membership or Union activity.

It is further agreed that there shall be no discrimination as defined in The Human Rights Code. For informational purposes only, The Human Rights Code presently prohibits discrimination on the basis of: ancestry, nationality, ethnic background, religion, age, sex, gender determined characteristics, sexual orientation, marital or family status, source of income, political belief, association or activity, and physical or mental disability.

15.10 No form of employee abuse will be condoned in the workplace. The parties will work together in resolving such problems as they arise. When such situations arise, employees will report them as soon as possible. Any employee who believes a situation may become or has become abusive shall report this to the Manager or the Director in cases where the immediate Manager may be the alleged abusive party. The Employer shall notify the Association as soon as possible after receipt of the report. Every reasonable effort will be made to rectify the abusive situation to the mutual satisfaction of the parties. Situations involving abuse shall be treated in a confidential manner by the Employer, the Association and the employee(s).

The Employer and Association agree that no form of sexual harassment shall be condoned in the workplace, and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Association.

ARTICLE 16 - TECHNOLOGICAL CHANGE

- 16.01 "Technological change" means the introduction into the Lab of new equipment or test procedures different from those previously used in the Lab's operation which causes a change in the manner in which employees in the bargaining unit perform their duties.
- 16.02 The Lab agrees to give the Association at least ninety (90) days' notice whenever new technology is to be introduced which may affect the terms and conditions of employment and the security of employment of any member(s) of the bargaining unit. The Lab shall provide the Association with a list of affected employees.
- 16.03 The Lab agrees to give first opportunity to existing employees to be trained in order to acquire new skills required as a result of the introduction of different equipment and procedures through technological change.
- 16.04 The Lab further agrees that where reasonably practical, it shall eliminate bargaining unit positions by attrition rather than by layoff. Those so laid off shall be entitled to any rights conferred under Article 18.
- 16.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Lab, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.
- 16.06 The parties agree that the provisions of The Labour Relations Act respecting technological change (Sections 83, 84, and 85, formerly Sections 72, 73 and 74) shall have no application to this unit.

ARTICLE 17 - PART-TIME EMPLOYEES

- 17.01 Part-time employees shall be covered by all provisions of this agreement and will receive a pro-rata share of salary, annual vacation, income protection and general holidays.
- 17.02 A part-time employee who reports for work at the Lab's request, where the Lab has not made reasonable efforts to inform her that her shift is cancelled, shall be paid not less than three (3) hours' pay at her basic rate.
- 17.03 Any part-time employee who wishes to receive hours in addition to her regular schedule may so indicate in writing to the Manager, and, if available, will be considered when unscheduled hours are required.
Part-time employees who make it known to the Lab that they are willing to work occasional additional shifts shall be given preference over casual employees in the assignment of such shifts, providing they have the necessary qualifications. This provision shall not apply if it would result in the part-time employee working in excess of the regular hours of work as per Article 6.01.

ARTICLE 18 - JOB SECURITY, LAYOFF AND RECALL

- 18.01 The Lab agrees to notify the Association in advance and meet to discuss all matters which significantly affect the security of employment of members of the bargaining unit.
- 18.02 In matters of layoff and recall, seniority shall be the governing factor.
- 18.03 Recall shall be made by registered mail to the last known address on record with the Employer and shall provide up to two (2) week's notice to report back to work. The employee is required to contact the Lab within one (1) week of such notice, confirming her intention to return to work as scheduled or to make other reasonable alternative arrangements. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.
- 18.04 In the event of a deletion of an occupied position, as much notice as possible shall be given to the incumbent and the incumbent will be entitled to exercise her seniority rights, to displace an employee in a position of equal or lower classification. Any employee thus displaced shall also be entitled to a like exercise of seniority rights.
- An employee who exercises her seniority rights shall be entitled to a reasonable familiarization period not to exceed 450 hours. In the event that the employee cannot function effectively in the position at the conclusion of the familiarization period, she shall be placed directly onto lay-off status and the person originally displaced from the position shall, if not yet recalled, be returned to the position.
- 18.05 In the event of layoff, employees with four (4) years or less seniority, shall receive four (4) weeks notice or pay in lieu of such notice. Employees with five (5) years or more of seniority shall receive notice based on one week per year of service, with a minimum of five (5) weeks notice and a maximum of eight (8) weeks, or pay in lieu of such notice.
- 18.06 Work shall not be contracted out for the purpose of eliminating bargaining unit positions.
- 18.07 An employee who is demoted due to a reason other than unsatisfactory performance shall continue to be paid her current basic salary until the rate for the classification to which she was demoted exceeds her current rate.

ARTICLE 19 - SENIORITY

- 19.01 Seniority shall be defined as the length of continuous employment of a full-time or part-time employee covered by this Agreement from the last date on which she commenced work with the Lab. Where the merit, skill and ability of the employee(s) is relatively equal, in matters of vacancy selection or promotion, seniority will be the governing factor. The employer agrees to perform annual performance appraisals.

- 19.02 Seniority of an employee will continue to accrue during:
- (a) any period of paid income protection or other paid leave;
 - (b) absence on Workers' Compensation for up to two (2) years;
 - (c) authorized unpaid leave of absence of four (4) weeks or less;
 - (d) layoff of twenty-six (26) weeks or less;
 - (e) authorized educational leave of (6) six months or less;
 - (f) Parenting leave (Adoption, Maternity and Parental) granted to a combined maximum of fifty-two (52) weeks within a one (1) year period;
 - (g) any period of approved unpaid leave of absence for Association purposes of up to one (1) year;
 - (h) any period of unpaid leave of absence due to injury or illness which is compensable by Long-Term Disability (LTD) for a period of up to two (2) years from the date of the first absence from work related to the injury or illness.
- 19.03 Seniority of an employee will be retained but will not continue to accrue during:
- (a) authorized unpaid leave of absence of more than four (4) weeks;
 - (b) absence on Workers' Compensation benefits for more than two (2) years;
 - (c) authorized education leave greater than six months but less than one (1) year.
 - (d) layoff of more than 26 weeks but less than 24 months.
- 19.04 Seniority will terminate if an employee:
- (a) resigns, retires or goes on permanent disability;
 - (b) is discharged and is not reinstated;
 - (c) is laid off for more than twenty-four (24) months.
 - (d) is promoted or transferred to a permanent position outside of the bargaining unit and completes the trial period.
- 19.05 The Company will provide the Association with a list of employees within the bargaining unit, showing their names, classification, seniority, quarterly. A full list including the employee's income protection credits and vacation entitlement will be provided to the Association annually.

ARTICLE 20 - NEGOTIATING COMMITTEE

- 20.01 Employees will not be required to lose pay as a result of serving on the negotiating committee. Up to four (4) representatives of the Association who are in the employ of the employer shall receive pay during such time that they are involved in negotiating a new collective agreement or are negotiating the revision of an existing collective agreement with the employer. The employer and the Association will schedule such meetings taking into consideration the operational requirements of the lab on a mutually agreed time and place. The employees will be paid by the employer and the employer will be reimbursed 50% by the Association.

ARTICLE 21 - ASSOCIATION SECURITY

- 21.01 The Association agrees to provide the Lab with a current list of officers and authorized representatives from within the bargaining unit and shall provide the Lab with a revised list from time to time as the occasion may require.
- 21.02 An employee who is elected as an Officer of the Association may be granted necessary leave of absence with pay to conduct Association business away from the Lab, provided such absence does not disrupt departmental needs. The Association will reimburse the Lab for direct salary and benefit costs incurred during such absences.
- 21.03 The Lab agrees to deduct the current Association dues from the pay of each employee in the bargaining unit.
- 21.04 The Lab will remit dues deducted to the Association on a monthly basis, along with a list of employees from whom deductions have been made, and information as to any status changes. Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the proceeding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office. The Employer, may at it's discretion, choose to remit dues to the Association via an electronic funds transfer method.
- 21.05 The Association shall notify the Lab in writing of any change in the amount of dues to be deducted at least one (1) month prior to the effective date of change and dues shall not be adjusted more frequently than twice in each calendar year.
- 21.06 The Lab agrees to provide a bulletin board at each Lab location for the posting of notices by the Association, provided, however, that no notice will be posted without the prior consent of the Manager or designate.
- 21.07 The Lab shall allow a representative of the Association access to the Lab where necessary to conduct urgent business of the Association subject to the following conditions:
- (a) arrangements must be made as far in advance as possible with the Manager or his designate;
 - (b) interviews shall take place in a suitable private location designated by the Lab; and
 - (c) interviews shall take place during lunch or coffee breaks whenever possible, and, where not possible, shall be limited to a maximum of fifteen (15) minutes.

- 21.08 A staff representative of the Association will be granted up to fifteen (15) minutes, at a mutually agreeable time, to familiarize a new employee with the Association and this Agreement.
- 21.09 The Lab will notify the Association of any new locations it opens that differs from Schedule C, if bargaining unit employees will be employed at such locations.

ARTICLE 22 - GRIEVANCE PROCEDURE

- 22.01 The parties to this Collective Agreement recognize the desirability for resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 22.02 It is mutually agreed that an effort shall be made to resolve complaints or disputes through discussion before a written grievance is initiated.
- 22.03 A grievance is defined as any difference concerning the interpretation, application, administration or alleged violation of this Agreement. An effort shall be made by the employee to resolve an employee's complaint through discussion with his Manager before a written grievance is filed as set out in Step 1 in Article 22.05.
- 22.04 An employee may elect to be accompanied or represented by an Association Representative at any stage of the Grievance/Arbitration procedures.
- 22.05 If discussion with the Manager does not result in a satisfactory adjustment of the employee's complaint, an earnest effort shall be made to settle grievances properly arising under this agreement in the following manner:

STEP 1:

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

STEP 2:

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

STEP 3:

Failing satisfactory settlement of the grievance at Step 2, either the Company or the Association may submit the grievance to arbitration in accordance with the provisions of Article 22.08.

22.06 **Policy Grievance**

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

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

22.08 **Single Arbitration Process**

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

Mr. Arne Peltz
 Mr. Gavin Wood
 Mr. Colin Robinson
 Mr. Blair Graham

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

arbitration. It is anticipated that the arbitrator will submit the award within thirty (30) days from the date of hearing.

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

22.09 If necessary, the arbitrator may be requested to clarify the terms of his award. All grievances submitted shall present an arbitral issue under this Agreement and shall not involve the determination of a subject matter not covered by or arising during the term of this Agreement.

22.10 It is the intention of the parties that this Article shall provide a peaceful method of adjusting all grievances, so that there shall be no suspension or interruption of normal operation, as a result of any grievance. The parties shall act in good faith in accordance with the provisions of this Agreement.

22.11 The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it, and his expenses shall be borne one-half by the Lab and one-half by the Association.

22.12 All grievances shall be considered and settled on their individual merits, and not dismissed by reason of any technicality.

However it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.

22.13 The decision of the arbitrator shall be final and binding on both parties and on any employee affected by it, and his expenses shall be borne one-half by the Lab and one-half by the Association.

22.14 The time limits fixed in the arbitration procedure may be extended by written agreement by the parties.

ARTICLE 23 - DISCIPLINE AND DISCHARGE

23.01 The Lab shall not discipline or dismiss any non-probationary employee bound by this Agreement, except for just cause.

23.02 When it becomes necessary to take disciplinary action other than a verbal warning, an employee shall be entitled to a meeting prior to the imposition of discipline or discharge, unless he is a danger to himself or others, and to be represented at such a meeting by a staff representative from within the bargaining unit, unless he refuses such representation.

23.03 Employees shall be notified in writing of the grounds for discipline and discharge. A copy shall be forwarded to the Association.

- 23.04 Any material concerning an employee which is to be relied upon by the Lab in any arbitration shall be kept in a file to which the employee will be granted access upon request, in the presence of management. The employee shall be entitled to comment or respond in writing to any adverse report, and such comment or response shall be dated and kept on the file. An employee shall be entitled to one (1) copy of any document on the said file, upon request in writing. An employee may examine this personnel file, upon request, at a location providing suitable table or counter space and privacy. Only one such file shall be maintained. Upon request, an employee shall be given a copy of any document placed in their personnel file.
- 23.05 An employee shall be advised promptly in writing of the reason for the discipline or suspension with a copy being sent to the Association. The record of any adverse report or disciplinary action shall be removed from her file after one (1) year, if there are no further incidences.
- 23.06 An employee who considers herself to have been wrongfully disciplined, suspended, or discharged shall be entitled to submit a grievance under Article 22, Grievance Procedure.

ARTICLE 24 - DURATION

- 24.01 This Agreement shall be in effect from April 1, 2011 and remain in effect until March 31, 2014
- 24.02 Either party to this Agreement may, not less than thirty (30) days or more than ninety (90) days before the expiring date, give notice in writing to the other party of a desire to renew or revise the Agreement.
- 24.03 This Agreement may be amended during its term by mutual agreement in writing.

ARTICLE 25 - STRIKES AND LOCKOUTS

- 25.01 It is mutually agreed that there shall be no strikes, lockouts, work stoppages or any action to limit or restrict production or output during the life of this Agreement. The provisions of this Agreement shall continue in effect following the expiration date until replaced by a new Agreement or until the lawful declaration of a strike or lockout, whichever occurs first. Each party agrees to give the other fourteen (14) calendar days' notice in writing before declaration of a strike or lockout.

ARTICLE 26 – NOTICE OF TERMINATION

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

ARTICLE 27 – EDUCATIONAL LEAVE

- 27.01 A) The Employer and the Association mutually recognize that additional and continuing education of employees is desirable as a means of enhancing patient care and improving the effectiveness of employee performance.

- B) Leave of absence with or without pay may be granted for educational programs approved by the Employer subject to the following conditions:
- i) Leave with salary may, at the discretion of the Employer, be granted to employees who apply for leave to take an educational course recognized by the Employer, in order to perform current or anticipated duties more effectively.
 - ii) Application shall be made in writing to the Employer, including a description of the course or courses to be taken; and the duration of leave applied for, subject to the terms of this Article.
 - iii) When an employee qualifies for leave with salary in accordance with B i) above, she shall be paid such portion of her salary not exceeding ten percent (10%) thereof for each full year of service to a maximum of seventy-five percent (75%) of full salary.
 - iv) Educational leave of over one (1) year shall be considered.
- C) If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, the employee shall be granted necessary paid leave of absence and reimbursed for all reasonable expenses related thereto.
- D) The Employer will attempt to provide the equivalent of two (2) days of in-service education for each employee annually. Such training may be provided during the regular working hours or otherwise based on business requirements.
- E) Where an employee is required to prepare presentations on behalf of the employer for any conference, workshop or seminar, all pre-authorized time spent by the employee on preparing such presentations shall be considered to be time worked.

27.02 Subject to the written prior approval of any excluded Manager of the lab, an employee who takes an educational course outside of working hours that her supervisor indicates is relevant to her employment, the lab will reimburse the employee for seventy-five percent (75%) of the tuition fee to a limit of \$350.00 upon the successful completion of the course. Proof of successful completion will be required.

ARTICLE 28 – ASSOCIATION & MANAGEMENT MEETINGS

28.01 During the term of this agreement, the parties shall, at the request of either party, meet at least once every two months for the purpose of discussing issues relating to the workplace which affect either party.

SIGNED THIS _____ DAY OF _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING #1
LAB COATS

The Lab agrees that once lab coats have been instituted as required work clothing, it will provide at each location a covered container with a liner for deposit of soiled lab coats.

SIGNED THIS ____ DAY OF _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING #2

PROVINCIAL HEALTH CARE LABOUR ADJUSTMENT COMMITTEE

This Letter of Agreement confirms that the above named parties have agreed that six (6) months prior to the expiry of the Collective Agreement, they will meet and discuss the feasibility of becoming signators to the Provincial Health Care Labour Adjustment Committee.

The results of the discussion are not binding on either party.

SIGNED THIS _____ DAY OF _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING #3

RE: EMPLOYMENT SECURITY

Whereas the Lab is concerned with its employees' employment security, and
Whereas the Association is concerned with its members' employment security, and
Whereas within the Province of Manitoba health care reform continues to be explored, and
Whereas, there may be a need to examine the current complement of employees covered by the provisions of the Collective Agreement.

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

SIGNED THIS _____ DAY OF _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING t #4

RE: ASSINIBOINE LAB SERVICE & SENIORITY

Between:

Gamma-Dynacare Medical Laboratories ("GDML")

And

Manitoba Association of Health Care Professionals ("MAHCP")

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

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

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

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

Signed this _____ day of _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING #5

RE: ARTICLE 6.01 - HOURS OF WORK

Between

Gamma-Dynacare Medical Laboratories ("GDML")

And

Manitoba Association of Health Care Professionals ("MAHCP")

Given both parties have a desire to discuss Article 6.01 relating to changes to the hours of work, GDML and MAHCP have agreed to the following:

1. A committee will be established and shall be comprised of an appropriate cross-section from both parties.
2. The committee will meet within 3 months of the ratification of the collective agreement.
3. The committee will discuss and make recommendations on hours of work for all employees.
4. The recommendations will be brought forward to the company within 90 days of the first committee meeting.
5. The results of the discussions are not binding on the Company.

Signed this _____ day of _____, 2011.

for the Employer

for the Association

MEMORANDUM OF UNDERSTANDING #6

RE: TRAINOR LAB SERVICE & SENIORITY

Between:

Gamma-Dynacare Medical Laboratories ("GDML")

And

Manitoba Association of Health Care Professionals ("MAHCP")

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

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

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

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

Signed this _____ day of _____, 2011.

for the Employer

for the Association

SCHEDULE "A"

April 1, 2011 - 3.0% Base Salary Increase + Employer HEPP contribution							
CLASSIFICATION	START	1st	2nd	3rd	4th	5th	6th
Technician	\$15.82	18.11	18.99	19.93	20.90	21.93	23.26
Histology Technician	\$18.78	21.09	22.01	22.92	23.89	24.90	26.25
General Duty Technologist	\$24.66	26.00	27.20	28.41	29.74	31.87	
Charge Technologist	\$27.92	29.48	30.83	31.89	33.74	35.60	

April 1, 2012 - 2.5 % Base Salary Increase + Employer HEPP contribution							
CLASSIFICATION	START	1st	2nd	3rd	4th	5th	6th
Technician	\$16.22	18.56	19.46	20.43	21.42	22.48	23.84
Histology Technician	\$19.25	21.62	22.56	23.49	24.48	25.52	26.91
General Duty Technologist	\$25.27	26.65	27.88	29.12	30.48	32.66	
Charge Technologist	\$28.62	30.22	31.60	32.69	34.59	36.49	

April 1, 2013 - 1.5% Base Salary Increase + Employer HEPP contribution							
CLASSIFICATION	START	1st	2nd	3rd	4th	5th	6th
Technician	\$16.46	18.84	19.76	20.73	21.74	22.82	24.20
Histology Technician	\$19.54	21.95	22.90	23.84	24.85	25.90	27.31
General Duty Technologist	\$25.65	27.05	28.30	29.55	30.94	33.15	
Charge Technologist	\$29.05	30.67	32.07	33.18	35.11	37.03	

SCHEDULE "B"
List of current Patient Service Centres

AUTUMNWOOD
BIRCHWOOD
BOYD
CITY PLACE
CONCORDIA
CORYDON MED
COURT
DAKOTA
ELEMENTAL
ELMWOOD
ENVOY MEDICAL
FAMILY MATTERS
FOUR RIVERS BROADWAY
FOUR RIVERS MAIN
GATEWAY PRIMACY MEDICAL
GREENCREST
HEALTH PLUS
HENDERSON
JAIN MEDICAL
LEILA
LINDEN RIDGE
LODGE
MAHAY
MARION
MARKHAM
MB CLINIC
MCGREGOR
MEADOWOOD
MEDICAL ARTS
MOUNTAIN
OLD TUXEDO
PAN-AM
PARKVIEW
PEMBINA VILLAGE
PERMACK
PHARMA PLUS
PLESSIS
PRIMACY MEDICAL (SUPERSTORE)
RED RIVER
REH FIT
RIVEREAST
RIVERWOOD
RIVER PARK MEDICAL
SEVEN OAKS
SOUTH SHERBROOK

SPRING MEADOWS
ST. JAMES MED
ST. VITAL
TACHE
THOMSON HOUSE
TRANSCONA
VISTA MEDICAL
WESTWOOD (3320 Portage)
WESTWOOD (3263 Portage)
WINNIPEG CLINIC
WOO MEDICAL
WRHA

2011

JANUARY						
S	M	T	W	T	F	S
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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MARCH						
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20	21	22	23	24	25	26
27	28	29	30	31		

MAY						
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY						
S	M	T	W	T	F	S
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3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

SEPTEMBER						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

NOVEMBER						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

FEBRUARY						
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

APRIL						
S	M	T	W	T	F	S
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10	11	12	13	14	15	16
17	18	19	20	21	22	23
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JUNE						
S	M	T	W	T	F	S
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AUGUST						
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21	22	23	24	25	26	27
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OCTOBER						
S	M	T	W	T	F	S
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30	31					

DECEMBER						
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2012

JANUARY						
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MARCH						
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MAY						
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JULY						
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SEPTEMBER						
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NOVEMBER						
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FEBRUARY						
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APRIL						
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JUNE						
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AUGUST						
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OCTOBER						
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DECEMBER						
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2013

JANUARY						
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MARCH						
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MAY						
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JULY						
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SEPTEMBER						
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NOVEMBER						
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FEBRUARY						
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JUNE						
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AUGUST						
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OCTOBER						
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DECEMBER						
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2014

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MARCH						
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MAY						
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JULY						
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FEBRUARY						
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APRIL						
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AUGUST						
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OCTOBER						
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DECEMBER						
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IMPORTANT PHONE NUMBERS

Health Care Employees Pension Plan (HEPP)	942-6591	1-888-842-4233
Manitoba Blue Cross	775-0151	
Canada Pension Plan	1-800-277-9914	
Community Unemployed Help Centre	942-6556	1-866-942-6556
Occupational Health Centre	949-0811	1-888-843-1229
Human Rights Commission	945-3352	
Workers Compensation Board	954-4321	1-800-362-3340
Worker Advisor Office	945-5787	1-800-282-8069
Workplace Safety & Health	945-3446	1-800-282-8069

Manitoba Association of Health Care Professionals

101-1500 Notre Dame Avenue
Winnipeg, MB R3E 0P9

Telephone: 1-204-772-0425
Fax: 1-204-775-6829
Info Line: 1-800-315-3331

Email: info@mahcp.ca
Website: www.mahcp.ca