

This Agreement made in duplicate this ____ day of _____ 2010.

- between -

**MANITOBA ASSOCIATION OF HEALTH CARE
PROFESSIONALS**
(Herein Called the “Association”)

- and -

MANITOBA CLINIC HOLDING CO. LTD.
(Herein called the “Clinic”)

For the Period January 1, 2011 to December 31, 2013

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

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

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

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ARTICLE 1: APPLICATION

- 101 All Cardiology Technologists and Cardiology Technicians employed at Manitoba Clinic in the City of Winnipeg, Province of Manitoba, save and except those excluded by the Act. Manitoba Labour Board Certificate No. MLB - 5279
- 102 A copy of this Agreement shall be provided by the Clinic to each of the present employees and to all future employees bound by this Agreement. The Association and the Clinic will share equally the costs in connection with the printing and distribution of the Collective Agreement.

ARTICLE 2: DEFINITIONS

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

- 201 Technologist – A graduate with approved training who has attained certification and is currently registered with the CSCT.
- 202 Technician – An employee who performs assigned routine EKG procedures and who is not certified and not currently registered with the C.S.C.T..
- 203 Employee - means a person employed by the Clinic on a full-time or regular part-time basis as a Cardiology Technologist or Cardiology Technician.
- 204 Clinic - means the Manitoba Clinic/Manitoba Clinic Holding Co. Ltd.
- 205 (i) R.T. - means Registered Technologist (certified by and currently registered with the CSCT.)
- (ii) Association - means Manitoba Association of Health Care Professionals.
- (iii) C.S.C.T. – means Canadian Society of Cardiology Technologists
- 206 Regular Part-Time Employee - shall be an employee employed by the Clinic for a period of not less than an average of 16 hours bi-weekly.
- 207 Probationary Employee - a newly hired person will be considered to be on a probationary basis for three (3) months; he/she shall have no seniority rights or income protection rights, and may be subject to discharge without recourse to the grievance procedure. At the completion of the probationary period, seniority and benefits shall be effective from the original date of employment.

ARTICLE 3: MANAGEMENT RIGHTS

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

ARTICLE 4: SALARIES

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

ARTICLE 5: HOURS OF WORK

- 501 It is understood and agreed that the work week shall be 40 hours.
- 502 It is understood and agreed that the work day or normal shift of work shall consist of no more than 8 hours.
- 503 The unpaid meal periods shall be scheduled and allocated by the Clinic and will be one-half (1/2) hour in duration, provided always, that each employee shall receive at least one meal period during each normal day or normal shift of work.

- 504 A paid rest period of twenty (20) minutes shall be scheduled and allocated by the Clinic during each continuous three (3) hour period of work.
- 505 Normal shift schedules shall be posted at least two (2) weeks in advance and shall be subject to change as may be necessary for the benefit of the Clinic's operations.

ARTICLE 6: OVERTIME

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

ARTICLE 7: STATUTORY HOLIDAYS

- 701 A full day's holiday (i.e. 8 working hours) at the regular hourly rate, shall be granted to each full time employee on or for each of the following holidays, namely:
- | | |
|----------------------|------------------|
| Good Friday | Labour Day |
| Canada Day | Thanksgiving Day |
| Victoria Day | Remembrance Day |
| August Civic Holiday | Boxing Day |
| Christmas Day | New Year's Day |
| Louis Riel Day | |

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

702 Remembrance Day - It is understood and agreed that payment for Remembrance Day shall be applicable only on a Monday through Friday basis.

703 Holiday pay, under this article for all non full time employees, shall be calculated on the basis of 5% of the employees total wages (excluding any overtime and vacation pay), in the four week period immediately before the holiday.

ARTICLE 8: ANNUAL VACATIONS

VACATION ENTITLEMENTS:

801 Vacation Entitlements shall be earned at the rate of:

2 weeks vacation in the first year of employment;

3 weeks vacation in the second and subsequent years of employment;

4 weeks vacation after six and subsequent years of employment;

5 weeks vacation after fourteen and subsequent years of employment;

6 weeks vacation after eighteen and subsequent years of employment.

VACATION ALLOWANCE:

802 Annual vacation may not be accumulated from year to year.

803 The whole of the calendar year shall be available for the taking of annual vacation with the exception annual vacation may not be taken during the probationary period.

804 Employees shall be given preference as to the selection of their annual vacations on the following basis:

- a) the designated Charge Technologist shall be given the first preference as to the selection of vacation.
- b) subsequent preference for selection of vacations shall be determined on the basis of respective seniority within the occupational classifications, with Cardiology Technologist being one occupational classification and Cardiology Technicians being the other occupational classification.

ARTICLE 9: SICK LEAVE

- 901 An employee shall be entitled to payment of her basic salary during absence from work due to illness or injury sustained by her, to the extent that she has accumulated income protection credits subject to the following conditions:
- 902 Income protection credits shall accumulate at the rate of one (1) day per month to a maximum of one hundred and twenty (120) days.
- 903 During the probationary period of three (3) months, an employee shall not be entitled to sick leave. Upon completion of the probationary period, the employee will have accumulated three (3) days of sick leave.
- 904 For employees during their first year of employment, benefits payable under clause 902 above will be as follows:
- (i) First four (4) periods of sickness in each year full pay;
 - (ii) Each subsequent period of illness full pay less one (1) day's pay.
- 905 An employee who will be absent due to illness, injury or for any reason must make every effort to inform his/her supervisor prior to the commencement of his/her next scheduled shift.
- 906 If an employee is hospitalized during her annual vacation, such period shall be deducted from her accumulated income protection credits, and equivalent offsetting vacation scheduled by mutual agreement.
- 907 Medical evidence shall be furnished upon request.
- 908 It is expressly understood that an employee may not receive compensation from both Income Protection (sick leave) and from Manitoba Public Insurance.
- 909 When an employee is unable to work because of injuries sustained in a motor vehicle accident, she must submit a claim for benefits to Manitoba Public Insurance.
- 910 An Employee shall be entitled to payment of her basic salary during absence from work due to a motor vehicle accident sustained by her, to the extent that she has accumulated Income Protection credits and subject to the following conditions:
- a) Upon request by the Clinic, the employee shall notify the Clinic of the status of her MPI claim, including any appeals.
 - b) If the claim is allowed, the clinic shall be entitled to recover Income Protection payments from the employee's salary to the same extent she receives Income Replacement payments from MPI.
 - c) In the event that MPI disallows the claim, the employee shall be paid for the absence in accordance with the Income Protection provisions of the agreement.

The clinic's payment shall be charged to the employee's accumulated Income Protection credits during any absence due to the motor vehicle injury, and shall be paid until the employee's accumulated Income Protection credits are exhausted.

- d) In the event that the employee declines to submit a claim for benefits to MPI or inform the Clinic of the status of the MPI claim, the Clinic shall be entitled to discontinue Income Protection payments.

ARTICLE 10: COMPASSIONATE LEAVE

1001 Compassionate leave with pay in the amount of three (3) working days will be granted in the event of the death of a father, mother, husband, wife, son, daughter, sister, brother, son-in-law, daughter-in-law, or fiancée.

1002 Compassionate leave with pay may be granted in the event of the death of an immediate relative, including mother-in-law, father-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild or a relative permanently residing in the employee's household, or with whom the employee permanently resides, and such compassionate leave may extend up to three (3) working days.

1003 An extension of the compassionate leave, up to a maximum of five (5) working days may be granted with or without pay, where travel is required by the employee involved.

1004 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

1005 The granting of leave and the length of the leave under clauses 1002 and 1003 shall be at the discretion of the Clinic.

ARTICLE 11: LEAVE OF ABSENCE

1101 In the absence of emergency precluding written notice, an employee will be required to submit a written request for any leave of absence whether with or without pay. Any such request shall specify the reason for the leave, shall be considered on an individual basis, and may be allowed at the discretion of the Clinic but such consent shall not be unreasonably withheld. Except in emergencies, such requests must be made at least four (4) weeks in advance.

1102 Employees granted leave of absence with pay shall retain their seniority and benefits, and shall continue to accrue the same during the said leave of absence.

1103 Employees granted leave of absence without pay shall retain their seniority and benefits, but further seniority and benefits shall not accrue during the said leave of absence.

1104 Maternity Leave - An employee, who:

- a) has completed six (6) months of employment with the Clinic; and
- b) who submits a written application for leave at least eight (8) weeks before the date specified by her as the date she intends to commence such leave; and
- c) who provides the Clinic with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;

shall be granted maternity leave without pay consisting of:

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

1105 Maternity leave of absence must commence no later than two (2) weeks prior to the expected date of delivery.

1106 Parental Leave:

An employee with six (6) months continuous employment with the Clinic 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 the province;

Who submits a written application for leave shall be granted parental leave up to seventeen (17) weeks duration.

1107 a) An employee may, at the time the maternity leave is requested, apply to extend the total time of her maternity leave, inclusive of parental leave for a maximum of twelve (12) months in total. An employee may, through unforeseen circumstances, request the cancellation of her request for further leave as soon as those circumstances are known.

b) An employee who adopts a child may apply to extend the leave up to six (6) months.

1108 An employee planning to return to work following maternity and/or parental leave shall notify the Clinic of her intent to return by providing as much notice as possible, with a minimum of four (4) weeks.

1109 Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity and Parental Leave shall apply "mutatis mutandis".

1110 **Paternity Leave** - A male employee shall be entitled to one (1) day's leave of absence with pay within seven (7) days of the date of the actual birth of the child.

1111 **Education Leave** - The Clinic shall pay fifty percent (50%) of the costs of tuition and texts for courses approved by the Clinic and successfully completed by the employee. Requests for such support must be made three (3) months in advance of any such course or such lesser time only if the course information is not available at that time but in any event, prior to the employee's attendance at the Centre. Approval of any such course shall be solely at the Clinic's discretion

ARTICLE 12: ASSOCIATION SECURITY

1201 The Clinic agrees to deduct the amount of monthly dues and levies as determined by the Association on a monthly basis from the salaries or wages of each employee covered by this Agreement, whether a member of the Association or not.

1202 The Clinic agrees that the aforesaid deductions shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new Collective Agreement.

1203 The Association agrees to advise the Clinic of the amount of monthly dues or levies to be deducted and all amounts shall be forwarded by the Clinic to the Treasurer of the Association on a monthly basis together with a list of the names of employees for whom deductions have been made.

1204 In consideration of the premises and of the Clinic making the compulsory deduction of Association dues or levies as herein provided, the Association agrees and does hereby indemnify and save the Clinic harmless from all claims, demands, actions and proceedings of any kind and from all costs which may arise or be taken against the Clinic by reason of the Clinic making compulsory check off of Association dues provided for in this paragraph.

1205 The Association shall notify the Clinic in writing of any changes in the amount of dues at least one (1) month in advance of the end of the pay period in which the deductions are to be made, provided that such changes shall not occur more than twice in any calendar year.

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

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

1208 Once annually, the Clinic is to provide the Association with a seniority list within thirty (30) days of the request, including the following information about employees in the bargaining unit: name, classification, salary rate, date of employment and employee status (i.e. full-time, part-time, or casual).

The Association will have forty-five (45) days in which to bring any alleged errors to the attention of the Clinic. The Employer will correct any errors so found.

ARTICLE 13: PART-TIME EMPLOYEES

1301 A regular part-time employee shall be entitled to a pro-rata share of all benefits to which full-time employees are entitled hereunder, on the same ratio that his hours of actual work per week bear to the standard work week.

ARTICLE 14 GRIEVANCE PROCEDURE

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

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

1402 The employee or the Association, as the case may be, shall within seven (7) calendar days of the occurrence of the incident bringing about the controversy report such incident in writing to the Management Representative.

1403 If the controversy is not settled within seven (7) calendar days of the same being referred to the Supervisor, then the employee or the Association, as the case may be, shall within four (4) calendar days thereafter set out the grievance in writing, and file the same with the Manager of the Clinic or designate.

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

1405 If the controversy is not settled within seven (7) calendar days from the date that the same is filed with the Directors of the Manitoba Clinic then it may at any time within seven (7) calendar days thereafter be referred by either party to a Board of Arbitration to be composed of one nominee appointed by the Clinic and one by the Association, such appointments to be made within ten (10) calendar days of such reference. The two (2) nominees so appointed shall, within fourteen (14) calendar days of the nomination of the last of them, select a third member who shall be the chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the Chief Justice of the Court of Queen's Bench of Manitoba to appoint such nominee. A decision of the

majority of such Board of Arbitration shall be final and binding on both parties hereto.

1406 Should the two appointed arbitrators fail to agree upon a chairman within the time limits herein provided, then the two arbitrators shall forthwith apply to the Chief Justice of the Court of Queen's Bench of Manitoba to select a chairman.

Each party shall be responsible for its individual contract costs and the expenses of the Chairman of the Arbitration Board shall be shared equally between the Clinic and the Association.

ARTICLE 15: SENIORITY

1501 Seniority shall be defined as the length of continuous employment of a full time or part time employee covered by this agreement from the last date on which she commenced work with the Clinic. It shall be used as just one of the factors in cases of promotion, layoff and recall within the department providing the senior employee is qualified, competent and willing to perform the work.

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

- a) any period of paid leave of absence;
- b) any period of paid income protection;
- c) any period of unpaid income protection of four (4) weeks or less.

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

- a) any period of unpaid leave of absence;
- b) any period of unpaid income protection in excess of four (4) weeks.

1504 Seniority will terminate if an employee:

- a) resigns;
- b) is discharged and not reinstated.

ARTICLE 16: MISCELLANEOUS

1601 The Clinic shall pay professional and/or license fees for full time cardiology technologists who, as a condition of employment are required to be a member of a professional association or to be licensed. Such payments shall also be made for part time employees whose only employment as a cardiology technologist is with the Manitoba Clinic. Such payments shall be made on a pro-rata basis, for part time Clinic cardiology technologists who are also employed as a cardiology technologist at facilities other than the Manitoba Clinic.

Should an employee leave the employment of the Manitoba Clinic during the course of a year for which the Clinic has reimbursed that employee the fees, the said employee shall have the pro-rata portion of the annual professional and/or licence fees for the balance of the year deducted from his pay cheque prior to leaving the Clinic.

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

ARTICLE 17: JOB SECURITY, LAYOFF AND RECALL

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

1702 Employees on layoff are to be recalled in order of seniority. Such recall shall be made by registered mail to their last recorded address and shall provide up to two (2) weeks notice to report back to work. The employee is required to contact the Clinic within one (1) week of such notice, confirming their intention to return to work as scheduled.

An employee who fails to contact the Clinic within this one week of such notice shall be considered terminated.

An employee who declines to return to a position in the same occupational classification as held prior to layoff shall be considered terminated.

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

- Employee(s) with less than 2 years seniority - 2 weeks
- Employee(s) with less than 5 years but more than 2 years seniority - 4 weeks
- Employee(s) with less than 10 years but more than 5 years seniority - 5 weeks
- Employee(s) with more than 10 years seniority - 7 weeks

ARTICLE 18: EMPLOYEE/MANAGEMENT CONSULTATIONS

1801 The Clinic, Association or representatives of the Association, agree to meet at the request of either party during the term of the Collective Agreement, respecting issues relating to the workplace which affect the parties or any employee in the bargaining unit bound by the Collective Agreement.

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

ARTICLE 19: TERM OF AGREEMENT

1901 This Agreement shall be in force and effect from the first day of January, 2011, until the 31st day of December, 2013 and thereafter until a new Agreement has been consummated, provided however, that either party may, upon giving written notice by November 15th, 2013 request the other to begin to negotiate a revised collective agreement and in that event, the parties hereto shall begin meetings within one (1) month after notice for the purpose of negotiating a good faith Collective Agreement for the said period.

Signed this _____ day of _____, 2010

In the City of Winnipeg in the Province of Manitoba

On Behalf of the Manitoba Clinic

On Behalf of the Manitoba
Association of Health Care
Professionals

SCHEDULE "A"

CARDIOLOGY TECHNICIAN

Effective January 3, 2011

<u>MIN Per Hour</u>	<u>2YR Per Hour</u>	<u>3YR Per Hour</u>
\$14.83	\$15.43	\$16.20

Effective January 2, 2012

<u>MIN Per Hour</u>	<u>2YR Per Hour</u>	<u>3YR Per Hour</u>
\$15.13	\$15.74	\$16.52

Effective December 31, 2012

<u>MIN Per Hour</u>	<u>2YR Per Hour</u>	<u>3YR Per Hour</u>
\$15.43	\$16.05	\$16.85

CARDIOLOGY TECHNOLOGIST

Effective January 3, 2011

<u>MIN Per HR</u>	<u>2YR Per HR</u>	<u>3YR Per HR</u>	<u>4YR Per HR</u>	<u>5YR Per HR</u>
\$18.40	\$19.14	\$19.90	\$20.69	\$21.74

Effective January 2, 2012

<u>MIN Per HR</u>	<u>2YR Per HR</u>	<u>3YR Per HR</u>	<u>4YR Per HR</u>	<u>5YR Per HR</u>
\$18.77	\$19.52	\$20.30	\$21.10	\$22.17

Effective December 31, 2012

<u>MIN Per HR</u>	<u>2YR Per HR</u>	<u>3YR Per HR</u>	<u>4YR Per HR</u>	<u>5YR Per HR</u>
\$19.15	\$19.91	\$20.71	\$21.52	\$22.61

SCHEDULE "A" continued

In the event that the Clinic chooses to hire a cardiology technologist in excess of the applicable salary scale between January 3, 2011 and January 1, 2012, the starting hourly rate shall be not less than \$25.30.

In addition, should the new employee's starting hourly rate during this period from January 3, 2011 to January 1, 2012 be between \$25.30 and \$27.13 it is also agreed that this hourly rate will increase to \$27.67 after one year's employment.

In addition, it is also agreed that effective December 31, 2012 the hourly rate will increase to \$28.22

In the event that the Clinic chooses to hire a cardiology technologist in excess of the applicable salary scale between January 2, 2012 and December 30, 2012, the starting hourly rate shall be not less than \$25.81.

In addition, should the new employee's starting hourly rate during this period from January 2, 2012 to December 30, 2012 be between \$25.81 and \$27.67 it is also agreed that this hourly rate will increase to \$28.22 after one year's employment.

In the event that the Clinic chooses to hire a cardiology technologist in excess of the applicable salary scale on or after December 31, 2012 the starting hourly rate shall be not less than \$26.33.

In addition, should the new employee's starting hourly rate on or after December 31, 2012 be between \$26.33 and \$28.22 it is also agreed that this hourly rate will increase to \$28.22 after one year's employment.

MEMORANDUM OF UNDERSTANDING

It is understood and agreed that from time to time Cardiology Technicians and /or Technologists may be assigned by the clinic administration to perform clerical and/or receptionist duties elsewhere in the Manitoba Clinic.

Date _____

Date _____

For the Clinic

For the Association

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING shall be in force and in effect for the period January 1st, 2011 to December 31st, 2013, between the Manitoba Association of Health Care Professionals (MAHCP) and the Manitoba Clinic Holding Co. Ltd (Clinic), relating to certain Cardiology Technologists and Cardiology Technicians covered under MLB certificate No. 5279.

Full time Cardiology Technologists and full time Cardiology Technicians shall be eligible for coverage under the term of the Life Insurance, Accidental Death Dismemberment, Long Term Disability and Health Care Spending Account plans as described in Appendix "A" dated January 27th 2004. A copy of this Appendix "A" is attached to this Memorandum of Understanding.

It is understood and agreed that the annual \$300.00 amount referred to in Appendix "A" dated January 27, 2004 relating to health spending account benefit dollars shall be increased as follows:

Effective January 1, 2009	To \$500.00 per annum
Effective January 1, 2011	To \$700.00 per annum
Effective January 1, 2012	To \$850.00 per annum
Effective January 1, 2013	To \$1000.00 per annum

It is specifically understood and agreed between the MAHCP and the Clinic that notwithstanding Article 13 – Part time Employees contained in the Collective Agreement, the provisions of the Life Insurance, Accidental Death and Dismemberment, Long Term Disability and Health Care Spending Account plans described in the attached Appendix "A" dated January 27th 2004 are applicable to full time employees only.

Should it be necessary for the Clinic to reduce the work hours of Caridad Gutierrez, or Gliceria Cabusas, the following outlines the changes to their individual benefit programs for the period ending December 31st, 2013.

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

Life Insurance coverage will remain at \$25,000.00

Accidental Death and Dismemberment coverage will remain at \$25,000.00

Long Term Disability monthly benefit will remain at \$1,000.00. The premium for long term disability coverage will continue to be paid by the employee.

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

For purposes of greater clarity, Income protection credits under article 9 – Sick Leave shall accumulate pro-rata to the hours actually worked; Annual vacation entitlement under article 8 – Annual Vacations shall be earned pro-rata to the hours actually worked, and payment for statutory holidays for non full time employees would be as outlined under article 703 – Statutory Holidays

Notwithstanding the provisions of the Cardiology Technologist salary scale contained in Schedule “A” of the Collective Agreement for the period January 1, 2011 to December 31, 2013, it is also understood and agreed that effective January 3, 2011 until October 3, 2011, Ms Caridad Gutierrez will be paid the hourly rate of \$25.30.

Effective October 4, 2011 Ms Gutierrez will be paid the hourly rate of \$27.13.

Effective January 2, 2012 Ms Gutierrez will be paid the hourly rate of \$27.67.

Effective December 31, 2012 Ms Gutierrez will be paid the hourly rate of \$28.22

After applying for the full time (80 hrs bi-weekly) position and prior to being employed on October 4, 2010, Ms Gutierrez requested she be allowed to work approximately 74 hours bi-weekly, as opposed to the full time 80 hours bi-weekly.

The clinic agreed to accommodate this request, and notwithstanding the provisions contained elsewhere in this agreement and memorandums of understanding, the Clinic also agreed to waive the full time eligibility requirement provisions relating to the following employee benefit plans:

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

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

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

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

For purposes of greater clarity, income protection credits under Article 9 – Sick leave shall accumulate pro-rata to the hours actually worked; Annual Vacation entitlement under Article 8 – Annual Vacations shall be earned pro-rata to the hours actually worked, and payment for Statutory holidays as a non full time employee would be as outlined under Article 703 – Statutory Holidays.

Date _____

For the Clinic

Date _____

For the Association

APPENDIX "A"

January 27, 2004

Manitoba Clinic

Employee Group Insurance Summary

Life Insurance

- Coverage increased from \$10,000 to \$25,000, effective January 1, 2004.
- Coverage terminates upon the earlier of: termination of employment, retirement, or when you attain age 65.
- Life Insurance benefit is payable upon your death due to any cause . . . 24 hours a day, 7 days a week.
- Benefit is payable tax-free to your named beneficiary.
- Monthly premium paid totally by the Manitoba Clinic.

Accidental Death and Dismemberment

- Coverage increased from \$10,000 to \$25,000, effective January 1, 2004
- Coverage terminates upon the earlier of: termination of employment, retirement, or when you attain age 65.
- AD&D benefit is payable 100% for your accidental death. For other accidental "dismemberment" losses a set percentage is payable based on the loss (please see your Employee Benefits booklet for a complete description). **NOTE:** If you die accidentally you receive **both** the Life Insurance benefit **and** the AD&D benefit (\$50,000 total).
- Benefit is payable tax-free to your named beneficiary for your accidental death and to you for all other personal losses.
- Monthly premium paid totally by the Manitoba Clinic.

Long Term Disability (if implemented)

- New coverage effective January 1, 2004.
- Monthly benefit of \$1,000 (non taxable).
- Benefit payments commence after 120 days of Total Disability.
- For the first 12 months of benefit payments, you are considered Totally Disabled if you are unable to perform each and every function of your regular employment. Thereafter, you are considered Totally Disabled if you are prevented from performing any work for which you may become fitted by training, education or experience.
- To receive benefits, your condition must require both regular and continuous care by an appropriate medical practitioner.
- Benefits are payable monthly in arrears.

- Any benefits you receive are tax-free income to you.
- Monthly premium is paid totally by you (which allows for any benefit received to be tax free).
- Coverage terminates upon the earlier of: termination of employment, retirement, or when you attain age 65.
- Benefit payments terminate upon the earlier of when you recover or attain age 65.
- Premium deductions starting Jan 1, 2004 for the \$1,000/mo of LTD coverage are:
 - \$5.45 per paycheque – bi-weekly
 - \$5.90 per paycheque – semi-monthly

Long Term Disability – Benefit Description

Should you become Totally Disabled while covered for this benefit, you will receive a tax-free monthly benefit of \$1,000. This benefit, payable monthly in arrears, will commence after 120 days of Total Disability (the first 120 days are insured through the Federal Employment Insurance (“E.I.”) Program. You are considered Totally Disabled if, during the first 120 days and the following 24 months, you are unable to perform each and every function of your regular employment. Thereafter you must be prevented from performing any remunerated function or work for which you may become fitted by training, education or experience.

The benefit payments will continue while you remain Totally Disabled and are receiving appropriate medical care, until the earlier of when you recover or attain age 65. During the time you are receiving benefit payments, you will not be required to make monthly premium payments. In addition, any CPP benefits that you qualify to receive as a result of your disability will be over and above your \$1,000 monthly benefit under this plan.

MANITOBA CLINIC EMPLOYEE HEALTH SPENDING ACCOUNT

The Manitoba Clinic Employee Health Spending Account will provide you with a tax-free way to pay for your medical and dental expenses (see the attached list of eligible expenses).

On January 1 of each year your personal Health Spending Account will be credited with \$300 benefit dollars. **You will not be taxed on this \$300.** These benefit dollars can be used to pay for any eligible expense for yourself, your spouse, or your dependents.

All employees who have completed one year of continuous full-time employment will be enrolled in this HSA plan.

Expenses (maximum of \$300 in the calendar year) can be claimed **twice per year** (July and January) for expenses incurred during the previous 6 months. Your claim can be submitted to Manitoba Blue Cross along with your receipts and a completed Health Spending Account Claim Form.

Twice per year Manitoba Blue Cross will send you a statement of your Health Spending Account activity. This report provides an updated status of your unused credits, claims in process and claims paid.

Eligible Health Spending Account Expenses

Employees and their dependents can be reimbursed for health-related expenses not covered by provincial healthcare (including medical, vision, and dental expenses). In general, any health-related “medical expense” allowed for under Section 118.2(2) of the Income Tax Act is eligible for reimbursement.

If you are covered under your spouse’s medical and/or dental plan, this HSA will pay for any eligible expenses that are not paid for by the spousal plan. For example, if your spousal plan covers 80% of basic dental services, you can submit the unpaid balance of 20% to this HSA plan for reimbursement.

The following list of practitioners and related expenses can be reimbursed by this HSA plan. *This list is not intended to be all-inclusive*, but it does illustrate many of the expenses that are eligible for reimbursement.

Eligible Expenses

a.) Practitioners

- Acupuncturists
- Chiropractors (Podiatrists)
- Chiropractors
- Christian Science Practitioners
- Naturopaths
- Nurses
- Occupational Therapists
- Optometrists
- Osteopaths
- Physiotherapists
- Psychoanalysts
- Practical Nurses
- Psychologists
- Speech Therapists
- Therapists

b.) Dental Expenses

- Preventative, diagnostic, restorative, orthodontic and therapeutic care

c.) Facilities

- Alcoholism or drug addiction treatment centers, including meals and lodging.
- Care in a nursing home.
- Care in a self-contained domestic establishment such as an employee’s home.
- Care of a person who has been certified to be mentally incompetent.
- Care in a special school, institution, or other facility designed for a mentally or physically handicapped individual.
- Care in an institution.
- Care of a blind person.

- Full time attendants or care in a nursing home for confinement to a bed or wheelchair.
- Payments to a licensed, private hospital.
- Semi-private, preferred, or private hospital room charges

d.) Devices and Supplies

- Artificial eyes.
- Artificial limbs.
- Crutches.
- Device or equipment, including a replacement part, designed exclusively for use by an individual who is suffering from a chronic respiratory ailment. This does not include air conditioners, humidifiers, dehumidifiers, or air cleaners.
- Device or equipment designed to pace or monitor the heart of an individual who suffers from heart disease.
- Device designed to assist a crippled individual to walk.
- Device or equipment including a synthetic speech system, Braille printer and large print-on-screen device, designed exclusively to be used by blind individuals operating computers.
- Device used by the hearing impaired to visually display television audio.
- Breathing alarm for infants diagnosed as being prone to Sudden Infant Death Syndrome.
- Device which enables diabetics to measure blood sugar levels.
- Drugs, medications or other preparations or substances prescribed by a medical practitioner or dentist.
- Electronic speech synthesizer that enables a mute individual to communicate by use of a portable keyboard.
- External breast prosthesis required as a result of a mastectomy.
- Hearing aids.
- Hospital bed and any prescribed attachments.
- Ileostomy or colostomy pads.
- Insulin.
- Iron lung.
- Kidney machines.
- Laryngeal speaking aids.
- Limb braces.
- Mechanical device or equipment designed to assist individuals with bathing or using the toilet.
- Needle or syringe.
- Optical scanner or similar device designed to help blind people to read.
- Custom-made orthopaedic footwear or inserts prescribed for overcoming a physical disability.
- Oxygen tent or equipment.
- Power operated lift designed to help disabled or wheelchair-bound individuals access different building levels or motor vehicles.
- Spinal braces.
- Teletypewriter or similar device that enables deaf or mute individuals to receive telephone calls.
- Walkers.
- Wig made to order for individuals suffering abnormal hair loss from disease, medical treatment, or accident.

e.) **Other**

- Ambulance fees.
- Cosmetic surgery.
- Laser eye surgery to correct vision.
- Cost of arranging and having a bone marrow or organ transplant.
- Costs of medical services and supplies acquired out of the province of residence.
- Electrolysis or hair removal performed by a licensed technician.
- Hearing expenses, including hearing aids and hearing ear dogs.
- Laboratory, radiological, or other diagnostic procedures or services.
- Home modifications for persons confined to a wheelchair.
- Surgical hair transplant performed by a physician.
- Transportation expenses to receive medical care:
 - cost of using public transportation or private vehicle, for distances of 40 kilometres or greater,
 - cost of meals and accommodation if travel distance is at least 80 kilometres,
 - reasonable transportation, meals and accommodation for one accompanying person, if a doctor certifies that a patient is not capable of traveling alone.
- Vision expenses including eyeglasses, contact lenses, and seeing-eye dogs
- Weight-loss or stop-smoking program prescribed by a doctor for a specific ailment.