COLLECTIVE AGREEMENT

BETWEEN:

CANCERCARE MANITOBA

(CCMB)

and

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC. (PCAM)

APRIL 1, 2015 to MARCH 31, 2019

ARTICLE	TITLE	PAGE
ARTICLE 1	INTERPRETATION	4
ARTICLE 2	SCOPE OF RECOGNITION	5
ARTICLE 3	MANAGEMENT RIGHTS	5
ARTICLE 4	PCAM SECURITY AND REPRESENTATION	6
ARTICLE 5	PCAM BUSINESS	7
ARTICLE 6	PROBATIONARY PERIOD	7
ARTICLE 7	CONTRACT OF SUPERVISION	8
ARTICLE 8	TERMINATION OF EMPLOYMENT AND DISCIPLINE	8
ARTICLE 9	HOURS OF WORK	9
ARTICLE 10	OVERTIME	9
ARTICLE 11	ON-CALL DUTY	11
ARTICLE 12	SALARIES AND INCREMENTS	12
ARTICLE 13	VACATION	13
ARTICLE 14	RECOGNIZED HOLIDAYS	15
ARTICLE 15	LEAVES OF ABSENCE	16
ARTICLE 16	PRE-RETIREMENT LEAVE	18
ARTICLE 17	INCOME PROTECTION IN CASE OF ILLNESS	19
ARTICLE 18	BENEFIT AND PENSION PLANS	20
ARTICLE 19	VACANCIES	21
ARTICLE 20	SENIORITY	22
ARTICLE 21	LAY-OFF	23
ARTICLE 22	GRIEVANCE PROCEDURE	23
ARTICLE 23	GRIEVANCE ARBITRATION PROCEDURE	25
ARTICLE 24	LEGAL AND INVESTIGATIVE PROCEEDINGS	25
ARTICLE 25	NEW CLASSIFICATIONS	26
ARTICLE 26	PERSONAL EFFECTS	27
ARTICLE 27	JOINT COMMITTEE	27
ARTICLE 28	SAFETY HEALTH AND WELFARE	28
ARTICLE 29	GENERAL PROVISIONS	28
ARTICLE 30	CASUAL EMPLOYEES	28
ARTICLE 31	DURATION OF AGREEMENT	29
SCHEDULE "A"	SALARIES 2080 HOUR EMPLOYEES	31
LETTER OF UNDERSTANDING #1		33
LETTER OF UNDERSTANDING #2		35

THIS AGREEMENT made and entered into this day of , 2015

BETWEEN:

CANCERCARE MANITOBA

(Hereinafter referred to as "CCMB" or "the Employer")

OF THE FIRST PART

- and -

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

(Hereinafter referred to as "PCAM")

OF THE SECOND PART.

WHEREAS PCAM is the certified bargaining agent of certain specified Physician and Clinical Assistants of the Employer, more specifically having been certified under *The Labour Relations Act* of the Province of Manitoba by the Manitoba Labour Board on the 17th day of July, 2014 under Certificate No. MLB- 7055 as certified bargaining agent for a unit described as follows:

> "All Physician and Clinical Assistants employed by CancerCare in the Province of Manitoba except those excluded by the Act."

AND WHEREAS it is the desire of both parties to maintain harmonious relationships, to provide the best possible quality of health care; and to recognize the value of joint discussion and negotiation in matters related to working conditions

AND WHEREAS PCAM and the Employer have agreed to enter into a collective agreement containing terms and conditions of employment of the said Physician and Clinical Assistants employed by the Employer, including provisions with reference to rates of pay and hours of work;

NOW THEREFORE, in consideration of the premises of the covenants and agreements hereinafter contained, PCAM and the Employer agree with each other **AS FOLLOWS**:

ARTICLE 1 - INTERPRETATION

1.01 In this Agreement:

"Continuous Service/Length of Employment" - "Length of Employment" shall mean the period of time since an employee last became a Full-time, Part-time or Term Employee in a permanent or term position for purposes of calculating all entitlements pursuant to this Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave and "Length of Service" shall have a similar meaning. Conversion from full-time, part-time or term status to casual status shall be considered a break in service and no period of casual employment or prior full-time, part-time or term employment shall be included in an Employee's length of employment or length of service even when a casual employee subsequently becomes a Full-time, Part-time or Term employee.

"Employee" means a person employed by the Employer as a Physician Assistant or Clinical Assistant.

"Full-Time Employee" means an Employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 9.

"Part-Time Employee" means an Employee who is not employed as a Full-Time Employee but who works on a regular schedule week-by-week, irrespective of the number of hours worked in each week. A Part-Time Employee shall be paid a pro-rata salary and pro-rata benefits as set out under the terms of this Agreement.

"Term Employee" means an Employee engaged for a fixed period of time or until completion of a particular assignment or occurrence of event. A Term Employee shall not be engaged for a period greater than fifty-four (54) weeks unless mutually agreed by PCAM and the Employer. No Employee shall be terminated and re-employed contiguous to the previous term employment for the purpose of extending the period of term employment. If an Employee goes from term to regular full-time or part-time status without a break in service, his/her seniority shall be back-dated to include the length of Term Employee service. A Term Employee is covered by the terms of this Agreement.

"Casual Employee" means an employee called in occasionally by the Employer to replace a Full-Time or Part-Time Employee or to supplement regular staff coverage in situations of unforeseen staff shortage.

"Physician Assistant" means a physician assistant that has been registered with the College of Physicians and Surgeons.

"Clinical Assistant" means a clinical assistant that has been registered with the College of Physicians and Surgeons.

"Grievance" means any dispute arising out of the application, interpretation or alleged violation of this Agreement.

"Medical Services" means the approved clinical services, duties and responsibilities that have been delegated by a Supervising Physician in the applicable Contract of Supervision and Job Description for the Physician Assistant or Clinical Assistant position, as amended at the discretion of the Employer from time to time.

"Supervising Physician" means a physician who provides direction and supervision of the Medical Services that a Clinical Assistant or Physician Assistant provides pursuant to a Contract of Supervision.

"Contract of Supervision" means a contract of supervision entered into by either a Clinical Assistant or a Physician Assistant with a physician, whereby the physician undertakes to supervise the medical services provided by the Clinical Assistant or Physician Assistant.

1.02 Where the context so requires, masculine and feminine genders, and singular and plural numbers shall be considered as interchangeable.

ARTICLE 2 - SCOPE OF RECOGNITION

2.01 The Employer recognizes PCAM as the sole and exclusive bargaining agent for those Employees employed by the Employer covered by the Manitoba Labour Board Certificate No. MLB-7055, save and except those excluded by the Act, as well, such further and other class or classes of Employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

2.02 No Employee shall be required to make a written or verbal agreement with the Employer which may conflict with the terms of this Agreement, in accordance with Section 72(1) of *The Labour Relations Act*.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 PCAM recognizes the sole right of the Employer without restriction or limitation unless otherwise expressly provided in this Agreement, to exercise its function of Management under which it shall have, among others, the right to maintain efficiency and quality of patient care; the right to direct the work of its Employees, the right to hire, classify, reclassify, assign to positions and promote; the right to determine job content, work schedules and the number of Employees, the right to lay-off; the right to demote, discipline, suspend, and discharge for just cause, and the right to make, alter and enforce rules and regulations that are not inconsistent with the Agreement.

3.02 In administering this Agreement, the Employer shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

ARTICLE 4 – PCAM SECURITY AND REPRESENTATION

4.01 The Employer agrees to deduct the amount of annual dues and levies, as determined by PCAM, on a bi-weekly basis, from salaries or wages of each and every Employee covered by this Agreement whether a member of PCAM or not. In the event that no payment is made to an Employee during the pay period, the Employer will have no responsibility to deduct or remit dues for the Employee for that period.

4.02 The Employer agrees to also deduct, on notice of same by PCAM, any special general assessment made by PCAM.

4.03 PCAM shall notify the Employer in writing of any change 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; however such change shall not be made more frequently than once in a twelve (12) month period.

4.04 Such dues shall be forwarded by the Employer to PCAM within thirty (30) days of the pay period in question, together with a list of all Employees from whom the deductions were made. If available, this information may be sent by electronic copy instead of by hard copy. Appropriate electronic copies of said information shall also be sent to PCAM's office.

4.05 PCAM shall indemnify and save the Employer harmless against any claim or liability arising out of the application of this article.

4.06 The Employer shall include the amount of PCAM dues paid by each employee during the relevant taxation year on his/her income tax record (T-4).

4.07 The Employer will provide PCAM with a seniority list within thirty (30) days of the last pay period in March, including the following information about Employees in the bargaining unit: name, home address, classification, employment status (i.e. full-time, part-time, or casual), salary rate, date of employment. PCAM will have forty-five (45) days in which to bring any alleged error to the attention of the Employer. The Employer will correct any confirmed errors so found. Electronic copies of said information shall be sent to PCAM office. The Employer will provide to PCAM one (1) additional updated seniority list per year, upon request, for PCAM administrative purposes only.

ARTICLE 5 - PCAM BUSINESS

5.01 Any grievor and his/her PCAM representative who are on duty, or who are due to come on duty, during the course of any of the meetings hereinafter referred to, shall, subject to operational requirements, be allowed time off with pay to attend meetings with the Employer or its authorized designees, relating to processing of a grievance or grievances, in which the grievor or representative is involved. Any Employee subpoenaed as a witness to an arbitration shall be allowed time off without loss of pay to provide his/her testimony at such arbitration hearing.

5.02 Association Leave:

Subject to operational requirements and at least four (4) weeks' written notice of request, and no additional cost to the Employer, leave of absence without loss of salary or benefits shall be granted to PCAM representatives for the purpose of attendance at Association meetings or seminars. It is understood that PCAM will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 A newly hired Full-Time Employee shall be subject to a probationary period of six (6) continuous full months of employment.

6.02 A newly hired Part-Time Employee shall be subject to a probationary period that is equivalent to the duration of a Full-Time Employee based on the employee's EFT to a maximum of twelve (12) continuous full months of employment.

6.03 On or before the expiry date of the initial probationary period, the Employer shall confirm in writing to the Employee that:

(a) the probationary status has concluded;

(b) the probationary status is extended for a further period not to exceed six (6) continuous full months of employment; or

(c) the employment is terminated.

6.04 An Employee whose employment is terminated during the probation period or any extension thereof shall not have recourse to the grievance or arbitration procedure for reasons of termination of employment for unsuitability or unsatisfactory performance in connection with such termination.

ARTICLE 7 - CONTRACT OF SUPERVISION

7.01 No Employee will be required to perform Medical Services under the supervision of a physician unless the Employee and physician have executed the required Contract of Supervision (or amendment thereto).

7.02 If an Employee does not have a Contract of Supervision in effect to provide Medical Services because the contract, or contracts if applicable, have been terminated, the Employee will be placed on an unpaid leave of absence for a period of up to six (6) months. If the Employee does not enter into a new Contract of Supervision that is in effect prior to the expiry of the six (6) month period, his/her employment will be terminated. Nothing in the foregoing shall preclude the Employer from imposing discipline or discharge for just cause where such circumstances exist.

ARTICLE 8 - TERMINATION OF EMPLOYMENT AND DISCIPLINE

8.01 An Employee may voluntarily terminate his/her employment by providing at least four (4) weeks' written notice of his/her intention in advance of his/her termination, exclusive of any vacation due.

8.02 No Employee shall be disciplined or dismissed without just cause.

8.03 (a) If the Employer requests a meeting with an Employee to investigate one or more issues that may lead to the imposition of discipline, the Employer shall give the Employee advance notice of the nature of the issue(s) to be discussed at the meeting.

(b) If the Employer intends to take any disciplinary action at a meeting against an employee, the Employer shall give the Employee advance notice of the purpose of the meeting, and shall allow the Employee to be accompanied (or, if desired, represented) by a PCAM representative at the meeting.

8.04 An Employee shall be notified in writing of the reasons for his/her discipline or dismissal. A copy shall be forwarded to PCAM.

ARTICLE 9 - HOURS OF WORK

9.01 Regular hours of work for Full-Time Employees will consist of eighty (80) hours over a bi-weekly period (an average of forty (40) hours per week).

9.02 Regular hours of work for Part-Time Employees will consist of less than one hundred and sixty (160) regularly scheduled hours over a four (4) week period (an average of less than forty (40) regularly scheduled hours per week).

9.03 Where a sub-program requires variable schedules, the schedule of work for a period of not less than four (4) weeks shall be posted not less than two (2) weeks in advance. In the event that the Employer must change the schedule to address heavy workload issues or vacancies due to illnesses, vacations, holidays, and leaves of absence, Employees may be required to work additional shifts or change shifts. If so required and an Employee works an additional shift/change shifts:

(a) If a minimum of forty-eight (48) hours of notice has been provided to the Employee regarding the requirement to work the additional shift/changed shift, the Employee shall be paid at the Employee's basic hourly rate of pay, and, the shift premium rate, if applicable (see sub-article 12.06); and

(b) If less than a minimum of forty-eight (48) hours of notice has been provided to the Employee regarding the requirement to work the additional shift/changed shift(s), the Employee shall be paid at time and one half (1.5x) the basic hourly rate of pay for the additional/changed shift, in addition to the shift premium rate, if applicable (see sub-article 12.06) provided that written authorization from the Employee's Supervising Physician and the Administrative Director of the sub-program confirms that the change in schedule was required.

9.04 Notwithstanding the foregoing provisions, the Employer and PCAM may agree to vary the regular hours of work with respect to Employees in a particular sub-program. The terms of any such agreement will be confirmed in writing.

ARTICLE 10 - OVERTIME

10.01 Employees may be required to work overtime. The Employer will endeavour to first obtain volunteers to work overtime when it has greater than forty-eight (48) hours' notice of the requirement for the overtime work.

10.02 Overtime shall only be pre-authorized in such manner and by such persons as the Employer may designate.

10.03 Overtime shall be defined as any pre-authorized time worked in excess of eighty (80) hours over a bi-weekly period for Full-Time Employees. Overtime shall be defined as any pre-authorized time worked in excess of one hundred and sixty (160) hours over a four (4) week period for Part-Time Employees.

Notwithstanding the foregoing and pursuant to Article 9.04, the Employer and PCAM may agree to vary the regular hours of work and the definition of overtime with respect to Employees in a particular subprogram.

10.04 Overtime rates shall be one and one-half (1.5 x) times the basic hourly rate of pay, except that for any overtime hours worked on a General Holiday the overtime rate shall be two times (2 *x*) the basic rate.

10.05 By mutual agreement between the Employer and an Employee, overtime may be compensated by granting time off. A maximum of eighty (80) straight time hours may be banked at any time at the applicable overtime rate (e.g. one (1) overtime hour worked at the rate of one and one-half times (1.5x) the basic hourly rate shall be banked as one and one-half (1.5) straight time hours). Banked overtime accumulated but not used prior to the completion of the Employer's fiscal year will be paid out. In the absence of an agreement between the Employer and an Employee to bank overtime hours or regarding the time for any banked hours to be taken as time off, overtime will be paid out.

10.06 Overtime rates shall be paid for overtime hours worked (as defined in Article 10.03), except that:

(a) On-call hours shall not be counted as overtime and shall not be included in the calculation of bi-weekly hours of work (or hours of work over four (4) weeks for Part-Time Employees);

(b) Time spent responding to calls while on-call shall not be counted as overtime and shall not be included in the calculation of bi-weekly hours of work (or hours of work over four (4) weeks for Part-Time Employees); and

(c) Hours worked after being called into work while on-call shall not be counted as overtime and shall not be included in the calculation of bi-weekly hours of work (or hours of work over four weeks for Part-Time Employees).

ARTICLE 11 - ON-CALL DUTY

11.01 Both parties hereto accept that, in order to provide appropriate service and care to patients, on-call duty hours may be required to be worked by Employees in addition to regular duty hours. Positions that are designated for on-call duties must be approved by the Chief Medical Officer and the Chief Human Resources Officer of the Employer.

During an on-call shift, an Employee may be required to take phone calls or attend on-site at the facility and perform duties if requested. The Employee is therefore required to be available to return to work without undue delay. On-call duty hours are not hours where an Employee is required to be, or remain, on-site at the facility awaiting assignment of work, including coverage of a shift for another employee or resident physician.

11.02 An Employee in a position with approved on-call duties shall not be scheduled to work such duties in excess of seven (7) times averaged over a four (4) week call period (1:4), unless otherwise agreed between the Employee and the Employer. The duration of an on-call shift shall be determined by the Employer, but shall not exceed twenty-four (24) hours.

11.03 An on-call stipend of $200.00 per twenty-four (24) hour on-call shift shall be provided. If two or more Employees split an on-call shift, the on-call stipend payable for that shift will be pro-rated between Employees that split an on-call shift.

11.04 In addition to the on-call stipend, an Employee that is on-call and required by the Employer to return to work shall be paid at straight time for all such hours worked.

11.05 Hours of on-call duty and hours worked after being called into work while on-call shall not be included in the calculation of bi-weekly hours of work (or hours of work over four (4) weeks for Part-Time Employees) or overtime hours of work.

11.06 If an Employee is on-call and is called into work for more than four (4) hours, of which more than two (2) full hours is after midnight and before 0600 hours, and the Employee is scheduled to work on a day shift commencing the morning immediately following the on-call shift, the Employer will make a determination of one of the following:

(a) the Employee will be assigned administrative (non-clinical) duties during the day shift, and may be permitted to start the day shift at a

later time but shall not suffer any loss of pay for the period of the shift that is not worked;

(b) where no administrative (non-clinical) duties are considered necessary, the Employee will be rescheduled to commence clinical duties at 1:00 p.m. but shall not suffer any loss of pay for the period of the shift that is not worked; or

(c) where the Employer considers that the duties performed during the on-call shift were particularly onerous, the Employee will not be required to work on the day shift and shall not suffer any loss of pay.

11.07 The duration of a call back to work shall be calculated starting from the time that the Employee arrives at the facility until the time that the Employee is no longer required to be at the facility. Notwithstanding, the Employee shall be paid not less than one (1) hour at straight time for each call back to work, including call backs that are cancelled while the Employee is en route to the facility.

ARTICLE 12 - SALARIES AND INCREMENTS

12.01 The Employer shall compensate Employees for the services provided by them pursuant to this Agreement in accordance with the salary scale set out in Schedule “A” attached hereto and forming part of this Agreement.

12.02 Salaries shall be paid bi-weekly to each Employee. Bi-weekly pay statements shall be made available to each Employee showing hours paid, gross pay, and all deductions from wages.

12.03 A newly-hired Employee will be placed at Step 1 of the applicable salary scale. Notwithstanding, in exceptional circumstances an Employee may be placed at a higher step if the Employee has a combination of training and experience which warrants higher placement, as determined by the Chief Medical Officer of the Employer (or designate).

12.04 Incremental increases for Full-Time Employees shall be made in accordance with Schedule "A" on the Employee's anniversary date of employment with the Employer in the classification. Increments shall be paid effective from the actual anniversary date. An Employee’s anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.

12.05 A Part-Time Employee shall receive increments (calculated from the date of his/her last increment, or his/her starting date as the case may be) using a period of time that is equivalent to the duration of a Full-Time Employee

based on the employee's EFT. Increments shall be paid effective the pay period immediately following the adjusted effective increment date.

12.06 A $6.48 per hour premium will be paid in addition to the regular hourly rate for hours worked between 1800 hours and 0600 hours on weekdays and all shifts worked on weekends (1800 Friday to 0600 Monday). Shift premiums are also applicable to overtime hours paid or banked for overtime hours actually worked between 1800 hours and 0600 hours on weekdays or on weekends.

ARTICLE 13 - VACATIONS

13.01 The vacation year shall run from May 1st to April 30th.

13.02

(a) An Employee who has completed less than one (1) year's continuous employment as of the commencement of any vacation year shall be granted a vacation with pay pro-rated for the complete months worked. Such Employees may, on request and if operational requirements of the Employer permit, also receive sufficient leave of absence without pay to complete any partial week of vacation. The Employer may, subject to operational requirements, permit the Employee that has completed less than one year of service at the commencement of a vacation year to supplement the time off set out above with up to five (5) working days of additional unpaid leave. The combined vacation entitlement and unpaid leave shall not exceed twenty (20) working days.

(b) The Employer may, subject to operational requirements, permit an Employee to take up to fifteen (15) working days' unpaid leave during the period between the Employee's date of hire and the commencement of the vacation year immediately following the date of hire. The maximum fifteen (15) working days shall be prorated based upon the Employee's date of hire (i.e. six months of employment shall mean up to seven and one-half (7.5) days of unpaid leave).

13.03 An Employee who has completed one year's continuous service as of the commencement of the vacation year shall be entitled to paid vacation calculated on the basis of vacation earned at the following rates:

Length of employment	**Vacation Entitlement**
After 1 year of service	20 working days
After 11 years of service	25 working days
After 21 years of service	30 working days

13.04 In recognition of length of service, each Employee shall receive an additional five (5) working days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th etc.). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.

13.05 Employees on Workers Compensation will continue to accrue paid vacation for a period of one (1) year from the date of the first (1st) absence from work, related to the occurrence of the compensable injury or illness.

13.06 Vacation entitlements must be taken within the applicable vacation year and may not be carried over into the following vacation year, unless there are exceptional circumstances and approval is granted in writing, in advance of the end of the vacation year by the applicable Administrative Director of the Employer.

13.07 All requests for earned vacation leave shall be submitted for scheduling and approval by the Employer. Vacations will be scheduled at a time agreed upon between the Employer and the Employee, in consultation with the applicable Supervising Physician, and in the absence of an agreement shall be scheduled at a time determined by the Employer.

13.08 If the Employee is subsequently unable to take his/her earned vacation at the approved scheduled time because of a specific request in writing from the Employer, then every effort shall be made by the Employee and Employer to reschedule the vacation prior to the end of the vacation year, in consultation with applicable Supervising Physician, and in the absence of an agreement shall be scheduled at a time determined by the Employer.

13.09 Part-time Employees shall be entitled to a paid vacation according to sub-article 13.03, except that their vacation pay shall be calculated as a percentage of regular hours paid. A part-time Employee shall receive

his/her entitled vacation over a period of time equivalent to the vacation period of a full-time Employee.

13.10 An Employee who terminates employment for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular hours paid and based on the Employee's basic rate on the date of termination.

13.11 Vacation scheduling procedures will be established by the Employer in consultation with PCAM. The number of employees that may be permitted to be on vacation at any given time will be subject to operational requirements as determined by the Employer. If there are multiple vacation requests for time off submitted pursuant to the scheduling procedures, and the conflicting vacation requests cannot be resolved, the Employer will give preference to the vacation requests in order of Employee seniority among the applicable group of Employees.

ARTICLE 14 - RECOGNIZED HOLIDAYS

14.01 The following shall be recognized as paid general holidays for the purposes of this Agreement and observed on the calendar day on which they fall:

New Year's Day	Terry Fox Day (August Civic Holiday)
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

plus any other Recognized Holidays as declared by the Federal, Provincial or Local Employer authority.

14.02 Where a Full-time or Part-time Employee is required by the Employer to work on a recognized holiday, he/she shall be paid at one and one-half (1.5) times the Employee's basic hourly rate of pay for all hours worked on the recognized holiday. In addition, a Full-time Employee will be granted an alternate day off without loss of pay. If the Employer determines that operational circumstances make it impractical to provide an alternate day off without loss of pay prior to the conclusion of the current vacation year, the Full-time Employee will receive one (1) day's pay rather than an alternate day off without loss of pay.

14.03 If a recognized holiday falls on a day on which an Employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits provided the Employee had been receiving income protection benefits prior to the recognized holiday.

14.04 Where a recognized holiday falls on a Full-time Employee's scheduled day off, or during the Employee's scheduled annual vacation, he/she shall receive an alternate day off with pay at a time mutually agreeable to the Employer and the Employee. If the Employer determines that operational circumstances make it impractical or unable to provide an alternate day off without loss of pay prior to the conclusion of the current vacation year, the Employee will receive one (1) day's pay rather than an alternate day off without loss of pay.

14.05 Part-time Employees shall receive pay in lieu of time off for recognized holidays of four point six two percent (4.62%) of the basic pay. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a recognized holiday.

ARTICLE 15 - LEAVES OF ABSENCE

15.01 Bereavement Leave

Bereavement leave of up to four (4) working days without loss of basic pay and benefits shall be granted in the event of death of an Employee's spouse, common-law spouse, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé or other relative permanently residing in the same household as the Employee.

15.02 Such days may only be taken in the period of four (4) calendar days immediately following the date of death or immediately preceding the date of the funeral. One (1) day of the four (4) days may be retained for use for actual interment or memorial service held at a later date.

15.03 Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an Employee to attend a funeral as a pallbearer or a mourner for any person not covered by article 15.01.

15.04 Bereavement leave set forth in 15.01 may be extended by one (1) additional day where distant travel is required by the Employee involved.

15.05 Compassionate Care Leave and Family Leave

The Employer and PCAM acknowledge that they are bound by The Employment Standards Code for the Province of Manitoba. An Employee shall be entitled to Compassionate Care and Family Leave as provided in The Employment Standards Code.

15.06 Continuing Education Leave

The Employer and PCAM 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.
At its discretion and subject to the availability of funding, the Employer will grant an education leave to each Employee of up to a maximum of five (5) working days, without loss of basic pay or benefits, per fiscal year. The education leave shall be for the purposes of Continuing Education and will include travel days to and from such continuing education events.

To be eligible for this time to attend Continuing Education sessions, a request for leave of absence must be submitted to the Employee's Primary Supervising Physician at least two (2) weeks' prior to the days off requested and is subject to approval by the Department Head.

Continuing Education Leave shall be pro-rated for Employees who have worked less than one (1) full year of service as of the commencement of the fiscal year.

15.07 Each Employee shall receive reimbursement of up to $750 per fiscal year to support Continuing Education of each Employee, based on the approval of the Employee's Primary Supervising Physician and the Department Head. Reimbursement shall be conditional on the submission of original receipts, together with the completed forms required by the Employer. Reimbursement will be limited to the authorized costs of the registration, travel, accommodation costs, daily meal per diem and written or electronic materials, in accordance with the Employer's policies as they exist from time to time. Reimbursement shall not be provided for computer equipment or other electronic devices.

Reimbursement shall be paid on a pro rata basis for Employees who have worked less than one (1) full year of service as of the commencement of the fiscal year.

15.08 An unpaid Continuing Education leave of absence may be granted to an Employee at the discretion of the Employer.

15.09 If the Employer requires attendance at any meeting, conference, workshop, seminar, course or program, outside of an Employee's scheduled hours for educational purposes, the Employee shall be compensated at straight time rates and shall be reimbursed for all reasonable expenses related thereto. Reimbursement shall be conditional on the submission of original receipts, together with the completed forms required by the Employer.

Partner Leave

15.10 An Employee that is not taking maternity leave or parental leave shall be entitled to three (3) days' leave of absence with pay within seven (7) days of the birth or adoption of his/her child.

ARTICLE 16 - PRE-RETIREMENT LEAVE

16.01 A Full-Time Employee who:

(a) retires at age sixty-five (65) years;

(b) retires after age sixty-five (65) years;

(c) has completed at least ten (10) years of continuous employment and retires after age fifty-five (55) but before age sixty-five (65) years;

(d) has completed at least ten (10) years continuous employment and who meets the "Magic 80" provisions of the HEB Pension Plan; or

(e) terminates employment at any time due to permanent disability,

will be granted a retiring allowance on the basis of four (4) days per year of employment with the Employer.

16.02 Employees who have worked on a part-time basis during the employment with the Employer shall receive a pro-rata portion of the pre-retirement leave based on their actual hours worked as compared to those of a Full-time Employee.

16.03 Calculation of pre-retirement leave shall begin from the date of the Employee's last commencing Full-time or Part-time employment with the Employer and shall be based on the Employee's total length of continuous employment as at the date of retirement.

16.04 Arrangements for payment of the Pre-Retirement Leave are at the Employee's option of either:

(a) a lump sum, which is subject to Canada Revenue Agency guidelines, may be transferred into a Registered Retirement Savings Plan; or

(b) continuation of salary until the scheduled retirement date.

16.05 Permanent Employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum.

16.06 Where an Employee is entitled to pre-retirement leave in accordance with the conditions listed above, and the Employee dies prior to receiving this benefit, it is understood that the pre-retirement leave benefit shall be paid to his/her estate.

ARTICLE 17 - INCOME PROTECTION IN CASE OF ILLNESS

17.01 Employees shall accumulate income protection credits at the rate of one and one-quarter (1.25) days per month with no maximum. Part-time Employees shall accumulate income protection credits on a pro rata basis. An Employee shall accumulate income protection credits from the date of commencement of employment.

Of each day and a quarter (1.25) of income protection credits earned, one day shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter (0.25) of a day shall be reserved for either the Employee's use or for the use in the event of family illness as specified in 17.07. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

- Eighty (80) percent of the balance will be reserved for the employee's personal use.

- Twenty (20) percent of the balance will be reserved for either the Employee's personal use or for use in the event of family leave in accordance with 17.07.

17.02 An Employee that has accumulated income protection credits and who is absent from work due to illness or injury, quarantine, hospitalization, or appointments with a physician, dentist, chiropractor, physiotherapist or other recognized medical therapist recommended by a physician may claim leave with regular basic pay for such absence. An Employee cannot receive income protection benefits for any period of time during which the Employee is eligible for wage loss benefits from any of the Workers Compensation Board, Manitoba Public Insurance or applicable Long Term Disability Plan.

17.03 It is understood that the elimination period for the applicable Long Term Disability Plan is 119 days. The parties agree that income protection will be used to offset the elimination period. An Employee may claim income protection for a period of time not to exceed the elimination period.

17.04 In the event that an Employee is unable to work as a result of accident or illness, he/she shall contact the Employer at least two (2) hours prior to the time he/she would otherwise commence duty and shall keep the Employer advised of the likely duration of the absence.

17.05 If hospitalized due to accident or illness while on scheduled vacation, an Employee may utilize income protection to cover the hospitalization and /or post-hospitalization period, and the displaced vacation shall be re-scheduled at a time mutually agreed between the Employee and the Employer within the available time periods remaining during that vacation year. Proof of such hospitalization and/or post-hospitalization period shall be provided if requested.

17.06 Scheduled days off and Recognized Holidays or days given in lieu of Recognized Holidays which fall within a period of sick leave shall not be considered a part of, or charged to, the Employee's accumulated income protection.

17.07 Subject to the provisions of Article 17.01, an Employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, mother-in-law, or father-in-law.

ARTICLE 18 - BENEFIT AND PENSION PLANS

18.01 The Employer shall continue providing the group benefit plans provided to Employees at the date of signing this Agreement. The Employer and the Employee shall be bound by the provisions of these plans.

18.02 The rights of eligible Employees in respect of insurance coverage and the settlement of all claims arising out of such coverage shall be in accordance with the terms and conditions of such insurance plans, and all disputes concerning the same shall be pursued and resolved between PCAM and/or Employee and the insurance carrier pursuant to adjudication and/or dispute resolution mechanisms contained in such policies, and/or the Courts, if applicable, rather than through the grievance and arbitration procedure set forth in this Agreement.

18.03 The parties agree to continue to participate in the existing Group Dental Plan and the current cost shared arrangements for the life of this Agreement.

18.04 The Employer agrees to participate in a Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.

18.05 The parties agree that income protection credits and Workers Compensation benefits will be used where applicable, to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the Employees' application for D&R benefits by the insurer, the Employee may commence drawing disability benefits. It is understood that the elimination period for the D&R Plan is one hundred and

nineteen (119) calendar days. An Employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the Employee regardless of the dispensation of the D&R application or the status of the D&R application on the 120th calendar day. An Employee may not utilize income protection contiguous to the date of termination of D&R coverage.

18.06 Every eligible Employee shall participate in the HealthCare Employees Pension Plan. Enrollment, contributions and benefits shall be in accordance with the provisions of the Plan.

ARTICLE 19 – VACANCIES

19.01 All vacancies and new positions which fall within the scope of this Agreement shall be posted for a minimum of seven (7) calendar days.

19.02 The posting shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. PCAM shall be provided with a copy of all postings as they are issued. Job descriptions shall be available to applicants upon request.

19.03 The selection of Employees for vacant or new positions shall be on the basis of qualifications, ability, and prior work performance. Where two or more applicants are considered relatively equal using the above assessment criteria, seniority shall be the determining factor.

19.04 An Employee who is notified that he/she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) calendar days of making a written request to the Employer. Such a request shall be made within ten (10) calendar days of receipt of the notification that the Employee was an unsuccessful applicant.

ARTICLE 20 - SENIORITY

20.01 Seniority shall be defined as the total length of continuous service with the Employer within the bargaining unit calculated from the last date the Employee was hired by the Employer as a Physician Assistant or Clinical Assistant. Seniority will accrue for Part-time Employees pro-rated to their effective fulltime equivalent. Seniority accumulated as a Physician Assistant or Clinical Assistant with the Employer prior to the date of signing this Agreement shall be retained.

20.02 Seniority and employment will terminate if an Employee:

(a) resigns;

(b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;

(c) is laid off for more than twenty-four (24) months;

(d) is absent due to Workers' Compensation benefits, long term disability benefits or other medical leave of absence in excess of twenty-four (24) months, after the Employer has attempted reasonable accommodation without success, and the employee is unable to return to work in the foreseeable future;

(e) fails to report for work as scheduled at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;

(f) retires; or

(g) does not enter into a new Contract of Supervision that is in effect prior to the expiry of the six (6) month period set forth in Article 7.02.

20.03 Seniority will continue to accrue if an employee is on a paid leave of absence, acting in an out-of-scope position, during any period of maternity/parental leave, up to two (2) years during a layoff, and any authorized leave for medical reasons.

20.04 In the event that seniority is equal among Employees regarding the application of any Article of the Collective Agreement, the Length of Employment with the Employer shall determine which Employee has greater seniority. If the Length of Employment with the Employer is the same, the number of hours worked by the Employee since the last date of hire by the Employer as a Physician Assistant or Clinical Assistant will determine which Employee has greater seniority.

ARTICLE 21 - LAY-OFF

21.01 A lay-off shall be any reduction in the work force or any permanent reduction of an Employee's normal hours of work due to a lack of available work.

21.02 In the event of a lay-off, Employees other than Probationary Employees or Term Employees shall receive notice or pay in lieu of notice of two (2) weeks.

21.03 Where a lay-off becomes necessary within a sub-program, Employees within the sub-program will be laid off in reverse order of seniority within their particular designation (Physician Assistant or Clinical Assistant) and within their sub-program, subject to the remaining Employees in the particular designation and sub-program having the qualifications and ability to perform the required work. The Employee(s) laid off within the particular designation and sub-program will be placed on a re-employment list pursuant to Article 21.04.

21.04 Employees who are laid off shall be placed on a re-employment or other list which shall be maintained by the Employer for a period of twenty-four (24) months from the effective date of the lay-off and the senior qualified employee shall be called back in the event that work becomes available.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Step One

Within fifteen (15) working days of an event giving rise to a grievance, an Employee shall submit his/her grievance in writing to the Department Head. The written grievance shall state the facts giving rise to the grievance, identify the provisions of this Agreement alleged to be violated by specific reference, and state the contention of the Employee with respect to these provisions and shall also indicate the specific relief requested. The Department Head shall reply in writing within ten (10) working days of receipt of the written grievance.

22.02 Step Two

If the grievance is not satisfactorily resolved in Step One, the Employee and/or PCAM shall, within ten (10) working days of the decision in Step One, submit the identical grievance in writing to the Manager, Human Resources. The Manager, Human Resources, shall reply in writing within ten (10) working days of his/her receipt of the written grievance, unless the Manager, Human resources calls a meeting of the Employee, and PCAM to discuss the grievance whereafter the Manager, Human Resources shall render a written decision within ten (10) working days of the meeting.

22.03 Step Three

If the grievance is not satisfactorily resolved in Step Two, the Employee and/or PCAM shall, within ten (10) working days of the decision in Step Two, submit the identical grievance in writing to the Chief Human Resources Officer. The Chief Human Resources Officer shall reply in writing within ten (10) working days of his/her receipt of the written grievance, unless the Chief Human Resources Officer calls a meeting of the Employee, and

PCAM to discuss the grievance whereafter the Chief Human Resources Officer shall render a written decision within ten (10) working days of the meeting.

22.04 Grievance Procedure for Termination or Dismissal

Subject to Article 7, a claim by an Employee that he/she has been terminated or dismissed without just cause shall be treated as a grievance and a written statement of such grievance, signed by the Employee, shall be filed with Chief Human Resources Officer, at Step Three of the grievance procedure.

22.05 PCAM or Employer Grievance

(a) PCAM or the Employer shall file a written grievance to allege violation or misinterpretation of any provision of the Agreement. Such grievance shall be signed by an authorized representative of the party filing the grievance.

(b) A PCAM grievance shall be filed with the Chief Human Resources Officer, at Step Three of the grievance procedure.

(c) An Employer grievance shall be filed with the President of PCAM.

22.06 The mandatory time limits specified in the grievance procedure may only be extended by the mutual written consent of the Employer and PCAM.

22.07 Unless dismissed or suspended by Employer, an Employee shall continue to work in accordance with this Agreement until such time as any dispute has been resolved.

ARTICLE 23- GRIEVANCE ARBITRATION PROCEDURE

23.01 In the event of the failure of the parties to settle a grievance in the manner set forth in Article 22, within fifteen (15) working days of a written decision being issued under sub-article 22.03, either PCAM or the Employer may refer the matter to arbitration.

23.02 Within ten (10) working days after receipt of written notice of intention to refer a matter to arbitration, the referring party shall notify the other of its suggestions for an arbitrator to determine the grievance. It is agreed that disputes which are carried to the arbitration stage shall be referred to a single arbitrator.

23.03 The person selected as Arbitrator shall in no way be involved directly in the controversy under consideration or be a person who has a personal or financial interest in either party to the dispute.

23.04 In reaching a decision, the Arbitrator shall be solely governed by the provisions of this Agreement. The Arbitrator shall not be vested with the power to change, modify or alter any of the terms of this Agreement. The decision of the Arbitrator shall be binding on the parties.

23.05 The costs and expenses of the Arbitrator shall be shared equally between the Employer and PCAM.

23.06 Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Employer and PCAM in any manner whatsoever.

ARTICLE 24 - LEGAL AND INVESTIGATIVE PROCEEDINGS

24.01 An Employee who is:

(a) required to serve as a juror; or

(b) subpoenaed as a witness to testify to matters in relation to his/her work in any court of law; or

(c) subpoenaed as a witness to testify as a Crown witness in any court of law;

during a scheduled shift shall be granted a leave of absence with pay provided the Employee remits to the Employer any monies received for such function except reimbursement for expenses. The Employee must provide as much notice as possible to the Employer of the requirement to serve as a juror or to testify as a witness.

The foregoing does not apply if the Employee is subpoenaed to testify in a court of law with respect to the Employee's private affairs.

24.02 If required to serve as a juror or witness in a work related matter on a scheduled day off or while on vacation the Employer and Employee will agree on alternate time off in-lieu.

24.03 An Employee shall be allowed necessary time off with pay to attend citizenship court to become a Canadian citizen. The Employee shall notify the Employer a minimum of fourteen (14) days prior to the date this leave is required.

ARTICLE 25 - NEW CLASSIFICATIONS

25.01 Where the Employer wishes to establish a new classification not contained within the Agreement but which it believes falls within the scope of the Agreement, the Employer shall submit to PCAM written notice of the proposed new classification together with a description of the duties of such classification and the proposed wage rate. The Employer and PCAM shall meet for the purpose of discussing the duties and negotiating the rate of pay for such classification.

25.02 Any concerns on duties may, within fifteen (15) days of notice being given pursuant to sub-article 25.01, be submitted in writing by either the Employer or PCAM to the Joint Committee established under Article 27 of this Agreement. If the Joint Committee fails to resolve the concerns within forty-five (45) days of notice being given pursuant to sub-article 25.01, the determination of duties by the Employer shall prevail.

25.03 If the parties are unable to reach agreement on a salary schedule for such classification within forty-five (45) days of the Employer submitting the new proposed classification to PCAM, then such dispute on the salary schedule may be submitted by either party to arbitration pursuant to the process established herein in Article 23 of this Agreement. The decision of the arbitrator shall be final and binding on all parties.

25.04 Any dispute as to whether a new classification falls within the scope of the bargaining unit shall be referred to the Manitoba Labour Board for determination.

ARTICLE 26 - PERSONAL EFFECTS

26.01 An Employee who, during the course of his/her duties, suffers damage to, or loss of:

(a) eyeglasses, watches, or other personal articles normally worn or carried by the Employee in the performance of his/her duties; or

(b) professional instruments carried by the Employee in the performance of his/her duties;

shall be eligible to apply to the Employer for reasonable repair and/or replacement costs in accordance with the Employer's policy.

This includes circumstances where the damage and/or loss is because of the action of a patient, visitor or a member of the public. It also includes circumstances where the loss or damage occurs, where, as a result of fulfilling his/her duties, the Employee does not have sufficient time to secure the personal articles or professional instruments or where proper facilities do not exist to enable the Employee to properly secure them.

Nothing in this article requires the Employer to pay for loss or damage which is a direct result of personal negligence on the part of the Employee.

26.02 All incidents of loss or damage to personal articles such as described in sub-article 26.01 shall be reported in writing by the Employee affected, or if necessary, by someone else on behalf of that Employee affected, to the Employer, within two (2) working days of the incident. The Employee shall be required to complete and submit any forms required by the Employer in connection with the claim.

ARTICLE 27 - JOINT COMMITTEE

27.01 The Employer and PCAM shall forthwith establish a Joint Committee which shall consist of four (4) members, with two (2) being selected by each party. The Joint Committee shall discuss matters of concern to either party which directly affect Physician Assistants and/or Clinical Assistants. An Employee serving on the Joint Committee shall suffer no reduction of pay.

27.02 The Joint Committee shall meet not less often than once every four (4) months, unless otherwise mutually agreed upon, to consider matters of concern to either party as specified under sub-article 27.01.

ARTICLE 28 - SAFETY HEALTH AND WELFARE

28.01 The Employer and PCAM acknowledge and agree that they are bound by the provisions of *The Workplace Safety and Health Act* and its Regulations for the Province of Manitoba.

ARTICLE 29 - GENERAL PROVISIONS

29.01 Discrimination

There shall be no discrimination against any Employee by reason of race, creed, colour, religion, nationality, sex, marital status, age, physical defect, sexual orientation, political affiliation, PCAM membership, or non-membership or PCAM activity.

ARTICLE 30 - CASUAL EMPLOYEES

The terms of this Collective Agreement shall not apply to Casual Employees except as provided below:

30.01 Casual employees shall receive vacation pay calculated at the rate of four percent (4%) of hours worked in any bi-weekly pay period or six percent (6%), as applicable under *The Employment Standards Code.*

30.02 Casual employees shall be paid not less than the minimum rate for the classification. Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Article 12.05. Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

Casual employees who do not work for a period of twelve (12) months shall be considered to have had their service broken. Any subsequent hours worked shall be accumulated as a new hire.

30.03 Casual employees required to work on a general holiday shall be paid at the rate of time and one-half (1 1/2 x) their basic rate of pay.

30.04 Casual employees shall be entitled to compensation for overtime worked in accordance with Article 10 (Overtime) on the same basis as Part-Time Employees.

30.05 Casual employees are not guaranteed any specific number of hours of work.

30.06 The Employer agrees to deduct PCAM dues from casual employees in accordance with Article 4 (Association Security). In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct to submit dues for that bi-weekly pay period.

30.07 Articles 22 (Grievance Procedure) and 23 (Arbitration Procedure), contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.

30.08 Casual employees shall accrue seniority 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 accrued during the period of casual employment shall not be carried over to employment in a permanent or term position.

30.09 No Full-Time or Part-Time Employee will be laid off or have their normal weekly hours reduced relating to Employer utilization of a Casual Employee. Additional available shifts shall be offered to Full-Time or Part-Time Employees on lay-off prior to utilizing a Casual Employee, provided that the laid off employees are qualified, competent and willing to perform the required work.

30.10 Casual employees placed on On-Call Duty shall be entitled to compensation in accordance with Article 11 (On-Call Duty).

ARTICLE 31 - DURATION OF AGREEMENT

31.01 This Agreement shall be in full force and effect from April 1, 2015 up to and including March 31, 2019. The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first. During the period required to negotiate a renewal, or revision and renewal of this Agreement, or during any automatic renewal pursuant to Article 31.03, this Agreement shall remain in full force and effect without change.

31.02 This Agreement may be amended during its term by the mutual written agreement of the parties.

31.03 (a) Should either party to this Agreement desire to amend or terminate the agreement, or to negotiate a new agreement, such party shall notify the other party in writing of its intention not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to March 31, 2019. The party sending the notice shall include with the notice its proposal(s) in writing for the new agreement.

(b) The party receiving the notice shall, within thirty (30) calendar days of receiving same, forward its counterproposals, if any, for the new agreement to the other party.

(c) The parties shall without delay but in any case within thirty (30) calendar days after notice has been given pursuant to sub-article 31.03(a), or such further time as the parties may agree, meet and commence, or cause authorized representatives on their behalf to meet and commence, to negotiate with one another with a view to negotiating a new agreement.

If notice is not given under sub-article 31.03(a) within thirty (30) calendar days prior to March 31, 2019, this Agreement shall continue without change for a further period of one (1) year.

31.04 PCAM agrees that for the duration of this Agreement, there shall be no strike. The Employer agrees that for the duration of this Agreement, there shall be no lockout.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year above written.

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

Per: _____

Per: _____

Per: _____

CANCERCARE MANITOBA

Per: _____ S. Ward, CHRO

SCHEDULE "A" SALARIES – 2080 HOUR EMPLOYEES

(I) PHYSICIAN ASSISTANTS

Pre-Ratification Salary Schedule (Informational Purposes Only)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$75,000	$80,000	$88,500	$95,500	$102,000	$110,000
$36.058	$38.462	$42.548	$45.913	$49.038	$52.885

Effective from April 1, 2015 through March 31, 2016

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$75,750	$80,800	$89,385	$96,455	$103,020	$111,100
$36.418	$38.846	$42.974	$46.373	$49.529	$53.413

Effective from April 1, 2016 through March 31, 2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$78,477	$82,012	$90,726	$97,902	$105,596	$113,878
$37.729	$39.429	$43.618	$47.068	$50.767	$54.749

Effective from April 1, 2017 through March 31, 2018

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$79,654	$83,242	$92,087	$99,370	$107,179	$115,586
$38.295	$40.020	$44.272	$47.774	$51.529	$55.570

Effective from April 1, 2018 through March 31, 2019

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$81,446	$85,115	$94,159	$101,606	$109,859	$118,475
$39.157	$40.921	$45.269	$48.849	$52.817	$56.959

(II) CLINICAL ASSISTANTS

Pre-Ratification Salary Schedule (Informational Purposes Only)

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$65,000	$72,500	$77,500	$85,000	$92,500	$100,500
$31.250	$34.856	$37.260	$40.865	$44.471	$48.317

Effective from April 1, 2015 through March 31, 2016

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$65,650	$73,225	$78,275	$85,850	$93,425	$101,505
$31.563	$35.204	$37.632	$41.274	$44.916	$48.800

Effective from April 1, 2016 through March 31, 2017

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$68,013	$74,323	$79,449	$87,138	$95,761	$104,043
$32.699	$35.732	$38.197	$41.893	$46.039	$50.020

Effective from April 1, 2017 through March 31, 2018

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$69,034	$75,438	$80,641	$88,445	$97,197	$105,603
$33.189	$36.268	$38.770	$42.522	$46.729	$50.771

Effective from April 1, 2018 through March 31, 2019

Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
$70,587	$77,136	$82,455	$90,435	$99,627	$108,243
$33.936	$37.084	$39.642	$43.478	$47.898	$52.040

LETTER OF UNDERSTANDING #1

BETWEEN:

CANCERCARE MANITOBA
(the "Employer" or "CCMB")

- and -

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA
("PCAM" or the "Association")

RE: CLINICAL ASSISTANT / PHYSICIAN ASSISTANT TRAINING POSITIONS AND CLINICAL ASSISTANT / PHYSICIAN ASSISTANT TRAINEES

1. "Clinical Assistant Trainee" or a "Physician Assistant Trainee" means an individual who has been selected by the Employer for a Clinical Assistant or Physician Assistant Training Program but who is not, at the time of selection, employed as a Physician Assistant or Clinical Assistant in the bargaining unit.

2. "Existing CA" or "Existing PA" means a Clinical Assistant or Physician Assistant who is already an Employee and covered by the terms of the Collective Agreement.

3. The Employer may establish Clinical Assistant or Physician Assistant Training Programs for one or more specialties. Positions in such training programs ("CA Training Positions") may be filled by the Employer with:

    a. A Clinical Assistant Trainee or a Physician Assistant Trainee; or

    b. An Existing CA or an Existing PA.

4. Clinical Assistant Trainees and Physician Assistant Trainees employed in a CA or PA Training Position shall not be covered by the terms of the Collective Agreement.

5. Clinical Assistant Trainees and Physician Assistant Trainees must successfully complete, as determined by the Employer, the following prior to commencing employment as a Clinical Assistant or Physician Assistant (and thereby prior to falling under the terms of a Collective Agreement):

    a. the applicable training program;

    b. the Registered Clinical Assistant Assessment/Exam Part I; and

c. the Registered Clinical Assistant Assessment/Exam Part II (if applicable).

6. An Existing CA or PA who is selected for a CA or PA Training Position will continue to be classified as a Clinical Assistant or Physician Assistant, whichever is applicable. The Existing CA or Existing PA will continue to be paid at his/her applicable salary and all terms and conditions of the Collective Agreement shall apply during the period of training.

7. If the Existing CA or Existing PA does not successfully complete the training program and/or any applicable Registered Clinical Assistant Assessment/Exam associated with the training program, the Existing CA or Existing PA will be placed on the re-employment list if his/her former position is no longer available.

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

Per: _____

Per: _____

Per: _____

CANCERCARE MANITOBA

Per: _____ S. Ward, CHRO

LETTER OF UNDERSTANDING #2

BETWEEN:

CANCERCARE MANITOBA
(the "Employer" or "CCMB")

- and -

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA
("PCAM" or the "Association")

RE: APPLICATION OF VACATION ENTITLEMENTS IN ARTICLE 13.03

1. The purpose of this Letter of Understanding is to confirm that employees working different hours of work and shift schedules are receiving equivalent weeks of paid vacation time off based upon their years of continuous service.

2. PCAM and the Employer therefore confirm the application of the vacation entitlements set forth in Article 13.03 are to be administered as follows:

Days of Vacation in Article 13.03	Application for 2080 Hour Employees working 8 hour shifts	Application for 2080 Hour Employees working 10 Hour shifts
20 Working Days	4 weeks of vacation or 160 hours of vacation 1 week equivalent to five (5) shifts of eight (8) hours	4 weeks of vacation or 160 hours of vacation 1 week equivalent to four (4) shifts of ten (10) hours
25 Working Days	5 weeks of vacation or 200 hours of vacation 1 week equivalent to five (5) shifts of eight (8) hours	5 weeks of vacation or 200 hours of vacation 1 week equivalent to four (4) shifts of ten (10) hours
30 Working Days	6 weeks of vacation or 240 hours of vacation 1 week equivalent to five (5) shifts of eight (8) hours	6 weeks of vacation or 240 hours of vacation 1 week equivalent to four (4) shifts of ten (10) hours

3. In circumstances where the weekly and/or daily regularly scheduled hours of work vary for an employee as part of his/her shift schedule:

(a) vacation time off taken for a particular week of scheduled work will be reduced from the employee's vacation bank based upon the number of scheduled hours of work for that particular week. For example, if 48 hours of work were scheduled for the week of vacation, 48 hours would be reduced from the employee's vacation bank.

(b) If in the final week of vacation entitlement the employee has less vacation hours remaining than required for the full week of scheduled hours of work, the balance of the scheduled hours of work in that final week of vacation will be coded as an unpaid leave of absence, unless the employee opted to be paid from available hours (if any) in his/her Overtime and/or General Holiday banks, instead of taking unpaid leave of absence. For example, if a 2080 hour employee with four weeks of entitlement (160 hours) has scheduled vacation on four weeks where 48 hours of work are scheduled, 144 hours will be used in the first three weeks of vacation. In the final week of vacation, 16 hours of vacation time would be used and the balance of the time off would be taken as an unpaid leave of absence, unless the employee opted to be paid from available hours (if any) in his/her Overtime and/or General Holiday banks, instead of taking unpaid leave of absence.

(c) If after taking the full number of weeks of vacation the employee has vacation hours remaining, the balance of the vacation time will be paid out at the end of the vacation year, unless by mutual agreement between the employer and employee, additional scheduled shifts (or portions thereof) up to the remaining vacation hours are taken off as paid vacation. For example, a 2080 hour employee with four weeks of vacation entitlement (160 hours) that takes vacation time off in weeks where he/she is scheduled to work 36 hours will have used 144 hours of vacation time in the four weeks of vacation. The balance of 16 hours will be paid out at the end of the vacation year, unless by mutual agreement between the employer and employee, additional scheduled shifts (or portions thereof) up to the remaining 16 hours are taken off as paid vacation.

PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.

Per: _____

Per: _____

Per: _____

CANCERCARE MANITOBA

Per: _____ S. Ward, CHRO