

**COLLECTIVE AGREEMENT**

**BETWEEN:**

**SHARED HEALTH EMPLOYER'S ORGANIZATION**

**(SHEO)**

**and**

**PHYSICIAN AND CLINICAL ASSISTANTS OF**

**MANITOBA INC. (PCAM)**

**APRIL 1, 2019 to MARCH 31, 2025**

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**THIS AGREEMENT** made and entered into this            day of            , 20xx

**BETWEEN:**

**SHARED HEALTH EMPLOYER'S ORGANIZATION**

(Hereinafter referred to as "SHEO")

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 Assistants and Clinical Assistants of the **Employers in the Employers Organization**, more specifically having been certified under *The Health Sector Bargaining Unit Review Act ("HSBURA")* of the Province of Manitoba by the **commissioner appointed pursuant to HSBURA** on the 29<sup>th</sup> day of **May, 2020** under **Certificate HSBURA-0040** as certified bargaining agent for a unit described as follows:

**"All physician assistants and clinical assistants employed by an employer within the Shared Health Employers Organization, in the Province of Manitoba, save and except:**

- a) those employees who fall within section 2(1)(a), (b), (c), (e), (f) and (g) of the Act, namely: nurses, physicians, medical residents, professional/technical/paramedical employees and those employees who fall within the facility support or community support units;
- b) any employees employed in a classification which is not unionized on the effective date of this certificate and which may exist within any of the affected facilities in the Shared Health Employers Organization;
- c) directors; and
- d) those excluded by the Labour Relations 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 **Employers Organization** have agreed to enter into a collective agreement containing terms and conditions of employment of the said

Physician **Assistants** and Clinical Assistants employed by the **Employers within the Employers Organization**, 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 **Employers Organization** agree with each other **AS FOLLOWS**:

## **ARTICLE 1 - INTERPRETATION**

1.01 In this Agreement:

“Continuous Service **and/or** Length of Employment” - **with the Employer** 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 **in a permanent or term position** 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.

“Employer” shall mean the **Shared Health, Cancer Care Manitoba or any other Employer within the Shared Health Employers Organization as specified in the Health Sector Bargaining Unit Review Regulation and with whom the Employee is employed.**

“Employers Organization” shall mean the **Shared Health Employers Organization established for the sole purpose of collective bargaining pursuant to *The Health Sector Bargaining Unit Review Act.***

“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 period of time or until completion of a particular assignment or occurrence of event. 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, **their** 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 **authorized** by a Supervising Physician in the applicable Contract of Supervision and **Practice** 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 The provisions of this Collective Agreement are intended to be gender neutral and gender inclusive. A word used in the singular applies also in the plural, unless the context otherwise requires.**

## **ARTICLE 2 - SCOPE OF RECOGNITION**

2.01 The Employer recognizes PCAM as the sole and exclusive bargaining agent for those Employees employed by **an Employer within the Employers Organization defined in Certificate HSBURA-0040**, save and except those excluded by **The Labour Relations Act**, as well as, 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/**resident/client** 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. 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 **the Employee's** 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 **October**, 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.
- 4.08 The Employer agrees to provide each newly hired Employee with a PCAM Membership Form, or provide an Electronic Membership Form, or link to an Electronic Membership Form as requested/determined by PCAM at the time of hiring. An Employee who chooses to complete the PCAM Membership Form shall forward the completed PCAM Membership Form to PCAM.**

## **ARTICLE 5 - PCAM BUSINESS**

- 5.01 Any grievor and **their** 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 **their** 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 **that ends twenty-six (26) weeks after the Employee's hire date. If an Employee is absent for any period of leave in excess of two (2) weeks, the probationary period will be extended by the duration of the leave.**

- 6.02 A newly hired Part-Time Employee shall be subject to a probationary period that **ends fifty-two (52) weeks after the Employee's hire date. If an Employee is absent for any period of leave in excess of two (2) weeks, the probationary period will be extended by the duration of the leave.**
- 6.03 **During the probationary period, the Employer shall evaluate the Employee's performance and, in doing so, shall rely upon relevant information which may include, but is not limited to, the evaluations submitted to CPSM during the probationary period.**

**A copy of all written evaluations will be provided to the Employee as soon as reasonably possible.**

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 **or will conclude**;
- (b) the probationary status is extended for a further period not to exceed **twenty-six (26) weeks** of employment **from the end of the original probationary period**; or
- (c) the employment is **or will be** terminated.

**The Employer shall not act pursuant to (b) or (c) before evaluating the Employee.**

**In the event of (b) or (c) being applicable, PCAM will be notified.**

- 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, **their** 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 **their** employment by providing at least four (4) weeks' written notice of **their** intention in advance of **their** 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 **their** 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 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 13.01); 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 13.01) provided that written authorization from the Employee's Supervising Physician and **Employer designate** of the sub-program of the **Clinical Service Area** 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 of a Clinical Service Area**. 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 **sub-program of a Clinical Service Area**.

10.04 Overtime rates shall be **two times (2x)** the basic hourly rate of pay, except that for any overtime hours worked on a **recognized holiday** the overtime rate shall be **two and a half times (2.5x)** 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 **two times (2x)** the basic hourly rate shall be banked as **two (2)** 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).

**10.07 Overtime worked as a result of changeover from Daylight Savings Time to Central Standard Time shall be deemed to be authorized overtime.**

**The changeover from Central Standard Time to Daylight Savings Time will be considered as full hours worked for that shift.**

## **ARTICLE 11 - ON-CALL DUTY**

11.01 Both parties hereto accept that, in order to provide appropriate service and care to patients/**residents/clients**, on-call duty hours may be required to be worked by Employees in addition to regular hours. Positions that are designated for on-call duties must be approved by the **Employer designate** and the **Regional Medical Lead** 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 time **and one-half (1.5x)** 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 **1300** 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 **time and one-half (1.5)** 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 **Regional Medical Lead** 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 **their** last increment, or **their** starting date as the case may be) **on the basis of one (1) increment for each equivalent annual full-time hours worked as per Article 9.01**. Increments shall be paid effective the pay period immediately following the adjusted effective increment date.

### **ARTICLE 13 - PREMIUMS**

- 13.01 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.
- 13.02 Where an Employee is on-call duty, the shift premium is only payable for hours actually called back to the facility and worked.**

### **ARTICLE 14 - VACATIONS**

- 14.01 The vacation year shall run from May 1<sup>st</sup> to April 30<sup>th</sup>.
- 14.02
- (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).

14.03 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:

<b><u>Length of employment</u></b>	<b><u>Vacation Entitlement</u></b>
After 1 year of service	<b>15 working days</b>
<b>After 4 years of service</b>	<b>20 working days</b>
After 11 years of service	25 working days
After 21 years of service	30 working days

**Note: The foregoing is only applicable to new Employees hired on or after the date of ratification. Employees hired prior to the date of ratification will be entitled to the vacation entitlements in existence prior to the date of ratification.**

**14.04 Letter of Understanding #3 (RE: Application of Vacation Entitlement in Article 14.03) sets forth procedure in circumstances where the weekly and/or daily regularly scheduled hours of work vary for an Employee as part of their shift schedule in regards to their entitled weeks of vacation.**

14.05 In recognition of length of service, each Employee shall receive an additional five (5) working days (**maximum of forty (40) hours**) 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.

- 14.06 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.
- 14.07 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 **Employer's designate**.
- 14.08 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.**

Vacation scheduling procedures may be established by the Employer applicable to a group of employees within a sub-program of a Clinical Service Area. Any such vacation scheduling procedure must be compliant with the terms of this Article unless agreed upon by the Employer and PCAM.

The Employer shall arrange an appointment with each Employee in the sub-program of a Clinical Service Area, in order of seniority, to obtain each Employee's request for vacation scheduling. The appointment will be scheduled between March 15<sup>th</sup> and April 14<sup>th</sup> prior to the applicable vacation year, or some other date if agreed upon by the Employer and PCAM. The appointment will take place in person or virtually and shall include reviewing the vacation selected/reviewed to date.

The selected/approved vacation schedule shall be updated on an ongoing basis and shall be posted electronically. Once an Employee's vacation selection has been approved, it shall not be changed during the vacation scheduling period of March 15<sup>th</sup> to April 14<sup>th</sup>.

The Employer will, by April 15<sup>th</sup>, have concluded the vacation scheduling procedure.

An Employee who fails to indicate their choice of vacation dates in accordance with the above, or who wishes to change vacation that has been scheduled during the vacation scheduling procedure, may request to schedule or reschedule vacation after April 15<sup>th</sup>. Such vacation requests will be considered and approved or denied by the Employer on a first come first serve basis without displacing the request of another employee. An Employee that fails to provide a request for vacation prior to January 1<sup>st</sup> of the vacation year may have their vacation scheduled at a time determined by the Employer.

An Employee who transfers to another sub-program of a Clinical Service Area after their vacation request has been approved, shall have their vacation scheduled by the Manager of the new sub-program of a Clinical

**Service Area in consultation with the Employee within the time periods remaining during that vacation year.**

- 14.09 If the Employee is subsequently unable to take **their** 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, and in the absence of an agreement shall be scheduled at a time determined by the Employer.
- 14.10 Part-time Employees shall be entitled to a paid vacation according to sub-article 14.03, except that their vacation pay shall be calculated as a percentage of regular hours paid. A part-time Employee shall receive **their** entitled vacation over a period of time equivalent to the vacation period of a full-time Employee.
- 14.11 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.
- 14.12 **If an Employee wishes to schedule a full week of vacation, they must advise the Employer of that request at the time the vacation is scheduled. If the Employee is scheduled for a full week of vacation, they will be considered to be on vacation for that week and will not be required to work any shifts during that week unless otherwise agreed upon between the Employer and the Employee.**

**For the purpose of this Article, a full week of vacation will be seven (7) consecutive calendar days.**

**ARTICLE 15 - RECOGNIZED HOLIDAYS**

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

New Year's Day  
Louis Riel Day  
Good Friday  
Easter Monday  
Victoria Day  
Canada Day  
Labour Day  
Terry Fox Day

**National Day for Truth and Reconciliation (effective September 30, 2021)**  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

plus any other Recognized Holidays as declared by Federal **or** Provincial authority.



**When the Recognized Holiday falls on a day that is a scheduled work day and the Employer does not require the Employee to work, the Employee will be paid the number of hours the Employee would have been scheduled to work on the Recognized Holiday. By way of example, an Employee working a 2080 hour position with regular eight (8) hour shifts would receive eight (8) hours pay, and an employee working a 2080 hour position with regular ten (10) hour shifts would receive ten (10) hours pay.**

- 15.02 Where a Full-time or Part-time Employee is required by the Employer to work on a recognized holiday, **they** shall be paid at one and one-half (1.5x) 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 **with a days' pay. The alternate day off with pay will not be applicable if the Employee is only scheduled for on-call duties on the recognized holiday without working any regular duty hours on that day.** If the Employer determines that operational circumstances make it impractical to provide an alternate day off 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.

**For the purpose of this Article, a "days' pay" will be calculated based on the length of the regularly scheduled shift length to a maximum of ten (10) hours. By way of example, the pay will be calculated based on eight (8) hours for an Employee occupying a position that is 2080 regular hours annually working a regular eight (8) hour shift, and will be calculated based on ten (10) hours for an Employee occupying a position that is 2080 regular hours annually working a regular ten (10) hour shift. If the Employee occupying a 2080 position works shifts that are a variable shift lengths, the "days' pay" will be eight (8) hours.**

**The "day off" provided will be the entire duration of the shift length on the applicable day requested and approved, with pay drawn from the accumulated days' pay bank pursuant to the foregoing or from other available banked time. In the absence of available banked time for some or all of the day off, the portion of the day off without banked time available will be unpaid.**

- 15.03 **An Employee may accumulate up to forty (40) hours in their recognized holiday bank at any time. If Employee is at maximum any subsequent hours will be paid out and Employee will not be permitted to bank until accumulated bank is below forty (40) hours.**

**All accumulated recognized holiday hours will be paid out at the end of each fiscal year.**

- 15.04 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.

- 15.05 Where a recognized holiday falls on a Full-time Employee's scheduled day off, or during the Employee's scheduled annual vacation, **they** shall receive an alternate day off with **a days'** 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 **with a days' 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.

**For the purpose of this Article, a "days' pay" will be calculated based on the length of the regularly scheduled shift length to a maximum of ten (10) hours. By way of example, the pay will be calculated based on eight (8) hours for an Employee occupying a position that is 2080 regular hours annually working a regular eight (8) hour shift, and will be calculated based on ten (10) hours for an Employee occupying a position that is 2080 regular hours annually working a regular ten (10) hour shift. If the Employee occupying a 2080 position works shifts that are a variable shift lengths, the "days' pay" will be eight (8) hours.**

**The "day off" provided will be the entire duration of the shift length on the applicable day requested and approved, with pay drawn from the accumulated days' pay bank pursuant to the foregoing or from other available banked time. In the absence of available banked time for some or all of the day off, the portion of the day off without banked time available will be unpaid.**

- 15.06 Part-time Employees shall receive pay in lieu of time off for recognized holidays of four point six two percent (4.62%) **up to September 29, 2021, increased to five (5%) effective September 30, 2021**, 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 16 - LEAVES OF ABSENCE**

### 16.01 Bereavement Leave

Bereavement leave of up to four (4) **consecutive** 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.

16.02 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 **internment, funeral or initial memorial service**. **Notwithstanding the foregoing, one (1) day of the four (4) days may be retained for use for actual interment, funeral or initial memorial service held at a later date.**

16.03 Subject to operational requirements, necessary time off up to one (1) day at basic pay may be granted to an Employee to attend an **internment, funeral or initial memorial service** as a pallbearer or a mourner for any person not covered by article 16.01.

16.04 Bereavement leave set forth in 16.01 may be extended by one (1) additional day where distant travel **of more than two hundred and fifty (250) kilometers (one way travel)** is required by the Employee involved **to attend the interment, funeral or initial memorial service**.

16.05 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. **For information purposes regarding entitlements, the Employment Standards Fact Sheet regarding such leaves can be referenced at the following website:**

<https://www.gov.mb.ca/labour/standards/category/leaves/factsheet.html>

16.06 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) **scheduled** 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 Medical Director at least two (2) weeks' prior to the days off requested and is subject to approval by the Head of Service of the applicable program.

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.

16.07 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 Medical Director/Head of Service of the applicable program and the Vice President Medical Services/Chief Medical Officer. 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.

**The Employer will endeavour to provide the reimbursement payment within ninety (90) days of the submission of all required forms and supporting documents by the Employee.**

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

16.09 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.

16.10 Partner Leave

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 **their** child.

## **ARTICLE 17 - PRE-RETIREMENT LEAVE**

17.01 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. **For the purpose of this Article, a "day" will mean eight (8) hours for an employee occupying a position that is 2080 regular hours annually.**

- 17.02 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.
- 17.03 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.
- 17.04 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; or
  - (c) **a combination of salary continuance followed by lump sum payment.**
- 17.05 Permanent Employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum.
- 17.06 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 **their** estate.

## **ARTICLE 18 - INCOME PROTECTION IN CASE OF ILLNESS**

- 18.01 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 18.07. 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 18.07.

18.02 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 **Disability and Rehabilitation Plan**.

18.03 It is understood that the elimination period for the applicable **Disability and Rehabilitation 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.

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

18.05 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.

18.06 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.

**18.07 The Employer reserves the right to require a certificate or report from a qualified medical practitioner as proof of the employee's fitness to return to**

**work, or to determine the approximate length of illness, or in the case of suspected abuses, as proof of illness in regard to any claim for income protection. The Employer will not require a certificate or report for absences of less than three (3) consecutive days except in cases where the circumstances of the absence cause the Employer to suspect abuse. Failure to provide such a certificate or report when requested may disqualify an employee from receiving income protection benefits and/or may result in a refusal of permission for them to resume their duties.**

- 18.08** Subject to the provisions of Article 18.01, an Employee may use income protection for the purpose of providing care in the event of an illness of a spouse, **common-law spouse, partner, fiancé, dependant child, dependent step-child, parent, parent-in-law.**

## **ARTICLE 19 - BENEFIT AND PENSION PLANS**

- 19.01 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 **in accordance with the provisions of the applicable plan text as amended from time to time.**
- 19.02 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.
- 19.03 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.
- 19.04 The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The Employer will pay the D&R premium to a maximum of 2.3% of base salary.
- 19.05 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.

19.06 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.

**19.07 A Health Spending Account (HSA) will be provided in accordance with the terms and conditions of the HEB Manitoba plan. Employee eligibility will be determined in accordance with the Plan. The annual (January 1 to December 31) HSA benefit amounts shall be:**

**Up to December 31, 2022 \$500.00 for full-time Employees**

**\$250.00 for part-time Employees**

**Effective January 1, 2023 \$700.00 for full-time Employees**

**\$350.00 for part-time Employees**

**Monies not utilized in one year cannot be carried over to the subsequent year.**

## **ARTICLE 20 - PARENTING LEAVE**

**20:01 Parenting Leave consists of Maternity and Parental Leave. An employee shall be granted leave of absence for up to eighty (80) weeks where they qualify for Parenting Leave.**

**A pregnant employee who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan "A" or Maternity Leave Plan "B", but not both. Maternity Leave Plan "B" is only available for a maternity leave commencing on or after April 1, 2023.**

### **A. Maternity Leave Plan "A"**

**Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:**

- (a) the employee must have completed six (6) continuous months of employment with the Employer;**



- (b) a written request must be submitted by the employee no later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than one (1) month before the intended date of the leave; and
- (c) the Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of the employee's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

**B. Maternity Leave Plan "B"**

**1. In order to qualify for Plan "B", a pregnant employee must:**

- (a) have completed six (6) continuous months of employment with the Employer;
- (b) submit to the Employer an application in writing, for leave under Plan B not less than one (1) month before the intended date of the leave.
- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that they are pregnant and specifying the estimated date of their delivery.
- (d) provide the Employer with proof that they have applied for Employment Insurance benefits and that the Employment and Social Development Canada (ESDC) has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- (e) the Employer is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of the employee's health as verified by a qualified medical practitioner becomes incompatible with the requirements of their job.

**2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:**

- (a) the employee will return to work and remain in the employ of the Employer for at least six (6) months following their return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of their return from Maternity Leave or at any time during the six (6) months following their return from Maternity Leave, the employee must remain in the employ of the Employer and work

**the working hours remaining in the balance of the six (6) months of the full-time employment; and**

- (b) the employee will return to work on the date of the expiry of their Maternity Leave and where applicable, their Parental Leave, unless this date is modified as per C.6 below.**
- (c) should the employee fail to return to work as provided under (a) and/or (b) above, they are indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during the entire period of maternity leave.**
- (d) In the event the employee does not complete the full period of service as required under (a) and (b) above, the employee shall repay a portion of the "top up" as follows:**

$$\frac{\text{Monetary value of top up provided (value is based on hours paid at regular rate of pay in 6 months prior to leave)}}{\text{Hours of service required to be worked (based on monetary value)}} \times \text{number of hours not worked}$$

- 3. An employee who qualifies is entitled to a Maternity Leave consisting of:**
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in B.1.(c)**
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in B.1.(c)**
  - (c) the Employer may, notwithstanding the above, vary the length of maternity leave upon proper certification by the attending physician.**
- 4. Within twelve (12) weeks of receiving the Employment and Social Development Canada (ESDC) approval for Employment Insurance (EI) benefits pursuant to the *Employment Insurance Act*, the employee must provide proof to the Employer. Reasonable consideration will be given to extending the above period of time for the employee in exceptional circumstances.**

**Following receipt of the above proof, the Employer shall provide the employee a Maternity Leave allowance with the SUB Plan as follows:**

- (a) for the first week an employee shall receive ninety-three percent (93%) of their weekly rate of pay;**
  - (b) for up to a maximum of sixteen (16) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of their normal weekly earnings.**
  - (c) All other time as may be provided under this Article, shall be on a leave without pay basis.**
- 5. Plan B does not apply to a newly hired employee occupying a term position.**
  - 6. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.**

#### **C. Parental Leave**

- 1. (i) In order to qualify for Parental Leave an employee must have completed six (6) months of continuous employment with the employer and must:**
  - (a) be the natural mother of a child; or**
  - (b) be the natural father of a child or must assume actual care and custody of their newborn child (Paternity Leave); or**
  - (c) adopt a child under the law of the province (Adoption Leave), or**
  - (d) be a partner in a relationship who assumes legal care and custody of a child.**
- (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.**
- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence**

**Adoption Leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.**

**(iv) An employee who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to sixty-three (63) weeks inclusive of vacation as specified in C.2. below.**

- 2. Except as outlined below, any employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing.**

**Where Parenting Leave is forty-eight (48) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.**

**Where Maternity and/or Parental Leave exceeds forty-eight (48) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).**

**Any vacation earned up to the time of the commencement of leave will be retained and will be available to be taken in the following vacation year.**

- 3. Subject to 4. below, Parental Leave must commence no later than eighteen (18) months following the birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.**
- 4. Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.**
- 5. An employee may end Maternity or Parental Leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks or one pay period, whichever is longer, before the day the employee wants to end the leave.**

**ARTICLE 21 - VACANCIES**

- 21.01 All vacancies, **term positions** and new positions which fall within the scope of this Agreement shall be posted for a minimum of seven (7) calendar days. **Term positions of less than ninety (90) days shall not be required to be posted or filled with the process set forth below, and may be filled by way of temporary assignment or external hire.**
- 21.02 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, **equivalent to full-time (EFT), and** salary range. PCAM shall be provided with a copy of all postings as they are issued. **Practice** descriptions shall be available to applicants upon request.
- 21.03 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.
- 21.04 **The name of the successful applicant, posting number and the position awarded will be posted in an electronic format accessible to all Employees for a period of seven (7) calendar days with a copy of this information forwarded to PCAM.**

**Any Employee who was interviewed but was not the successful applicant shall be entitled to consult with the hiring Manager. Such consultation will take place within two (2) weeks of the request. The purpose of the consultation shall be to provide the Employee with constructive feedback regarding their application.**

**An unsuccessful applicant may inquire of the hiring Manager or the Human Resources Consultant as to why they were not selected for an interview.**

- 21.05 **A term position shall be for a specific period of time, up to a maximum of twelve (12) months, unless mutually agreed by PCAM and the Employer to extend.**

**The maximum duration as per above shall not apply in the following situations:**

- (i) **In case of replacement of an Employee on Maternity or Parental leave the maximum duration shall be eighteen (18) months. The Employer shall state on the job posting that the said term is a "Maternity/Parental leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay**

period, whichever is longer.

- (ii) In case of replacement of an Employee on compassionate care leave the maximum duration shall be provided as in *The Employment Standards Code*. The Employer shall state on the job posting that the said term is a "compassionate care leave term" which will expire subject to a minimum of forty-eight (48) hours notice.
- (iii) Other situations where the Employee fills a term position due to another Employee who is absent that the Employer expects to return. The Employer shall state on the job posting that the said term is an "indefinite term" which will expire subject to a minimum of forty-eight (48) hours notice.

**21.06** When the Employer has selected an individual to fill a vacant or new position, it shall notify PCAM electronically within thirty (30) days of making such selection and provide the Employee's name.

**21.07** In the event that one or more Employee(s) are on the re-employment list under Article 24, the Employer shall not be required to post the vacancy until each Employee on the re-employment list is determined to be unqualified or has declined an offer made pursuant to Article 24.04.

## **ARTICLE 22 - SENIORITY**

**22.01** Effective February 3, 2023, Seniority shall be defined and calculated as follows:

- (a) For the period up to and including December 31, 2021:

The Employee's seniority shall be expressed as a number of hours. Such hours shall be calculated on a one-time basis as follows:

Employees on the 2080 or 2600 Salary Scales shall be credited with 2080 or 2600 hours, as applicable, per full calendar year from the last date the Employee was hired by the Employer as a Physician Assistant or Clinical Assistant.

Such hours shall be pro-rated for a partial year of employment as of December 31, 2021 or for any period of part-time employment.

The Employer will endeavour to complete this calculation for all employees within ninety (90) days of the date of ratification, with input from PCAM for review and verification. Once this calculation has been

**completed and a final list has been provided to PCAM, PCAM and any individual Employee will have forty-five (45) days to bring forward any alleged error to the Employer.**

- (b) **For the period from January 1, 2022 and onward, the Employee's seniority shall be :**
- (i) **The number of hours calculated pursuant to the one-time calculation in (a) above; and**
  - (ii) **The number of hours for which the Employee is paid by the Employer from January 1, 2022 and onward, not including hours paid while on-call or when called into work while on-call.**

22.02 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, **HEB Disability and Rehabilitation** 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.

**22.03 For the purposes of calculating paid hours under Article 22.01, if an employee is on a paid leave of absence, acting in an out-of-scope position, on a maternity/parental leave, is on layoff of up to twenty-four (24) months or is on any authorized leave for medical reasons up to twenty-four (24) months, the Employee shall be credited with the equivalent of their regular hours at their EFT during such time (2080 hours or 2600 hours, as applicable at their EFT).**

**ARTICLE 23 - EMPLOYEE INITIATED MOBILITY**

**23.01** An employee who is employed by an Employer in an Employers Organization, who is awarded a position with another Employer with the same Employers Organization or in another Employers Organization, and who commences employment with this Employer within six (6) weeks of termination of employment from their former Employer, will be entitled to mobility of benefits as specified hereinafter:

- (a) continuous service date;
- (b) accumulated income protection benefits;
- (c) length of employment applicable to rate at which vacation is earned;
- (d) length of employment applicable to pre-retirement leave;
- (e) length of employment applicable for qualification for the Magic 80 (as per the terms and conditions of the applicable pension plan) pension provisions;
- (f) length of employment applicable to next increment date;
- (g) the terms and conditions of the benefit plan(s) for the new Employer apply; however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions; and
- (h) seniority with the previous Employer.

**23.02** The following guidelines shall govern with respect to the application of this Article:

- (a) The provisions of this Article shall be effective date of ratification.
- (b) The onus is on the employee to advise their new Employer that there are benefits/seniority to transfer.
- (c) The provisions of this Article only apply where an employee terminates from one Employer and commences employment with another Employer. There cannot be an overlap of employment between the two Employers. It does not apply to "merge" employment/benefits etc. from two or more Employers to one of those Employers. Two positions being worked concurrently with separate Employers cannot be combined for benefits/seniority or any other purposes.



- (d) **Employee-initiated mobility applies for employment into either a permanent or term position. In the case of a term position, all benefits/seniority, etc. are transferred at the time of employment. Should the employee not obtain a permanent position in accordance with the new Employer's Collective Agreement, all seniority and benefits shall terminate, unless the employee obtains employment with another PCAM Employer where employee-initiated mobility applies, and within the timelines specified.**
- (e) **Any banked Recognized Holidays and/or overtime will be paid out by the sending Employer at the time of transfer.**
- (f) **As with any other voluntary transfer to a permanent position in an Employer other than one in which an employee is currently working, the employee is subject to a probationary period.**
- (g) **The parties agree that seniority shall not transfer outside of the collective agreements in the PCAM sector.**

#### **ARTICLE 24 - LAY-OFF**

- 24.01 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.
- 24.02 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.
- 24.03 Where a lay-off becomes necessary within a sub-program **within a Clinical Service Area**, Employees within the sub-program **of the Clinical Service Area** will be laid off in reverse order of seniority within their particular **classification** (Physician Assistant or Clinical Assistant) and within their sub-program **of the Clinical Service Area**, subject to the remaining Employees in the particular **classification** and sub-program **of the Clinical Service Area** having the qualifications and ability to perform the required work. The Employee(s) laid off within the particular **classification** and sub-program **of the Clinical Service Area** will be placed on a re-employment list pursuant to Article 24.04.
- 24.04 Employees who are laid off shall be placed on a re-employment 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.

**Where an Employee on lay-off is qualified for a vacant position, the Employer shall offer the vacancy to the senior Employee on the re-employment list that**

has the qualifications and ability to perform the work required with a familiarization period not to exceed twenty-four (24) working hours. The Employee must provide the Employer with a response within twenty-four (24) hours of the offer provided. If the Employee declines the offer the Employer shall offer the next most senior qualified Employee that has the qualifications and ability to perform the work required within a familiarization period not to exceed twenty-four (24) working hours.

The Employee is responsible for ensuring that a current resume is provided to the Employer at the time of layoff.

If there are no qualified employees on the re-employment list that have the qualifications and ability to perform the work required and/or if no such qualified employees accept an offer, the Employer shall post the vacancy pursuant to Article 21.

24.05 It shall be the responsibility of the Employee to keep the Employer informed in writing of their current address and contact information while on lay off.

## ARTICLE 25 - GRIEVANCE PROCEDURE

### 25.01 Discussion Stage

The Employee and their manager (or designate) shall first attempt to resolve the dispute by means of discussion within ten (10) working days of an event giving rise to a potential grievance.

### 25.02 Step One

If the dispute is not resolved by the end of the Discussion Stage period, an Employee and/or PCAM may, within a further fifteen (15) working days, submit the grievance in writing to the **Human Resources Designate**. 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 **Human Resources Designate** shall reply in writing within ten (10) working days of receipt of the written grievance.

### 25.03 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 **Chief Medical Officer with a copy provided to the Director, Human Resources (or a designate)**. The **Chief Medical Officer (or a designate)** shall reply in writing within ten (10) working days of their receipt of the written grievance, unless the **Chief Medical Officer (or a designate)** calls

a meeting of the Employee, and PCAM to discuss the grievance whereafter the **Chief Medical Officer (or a designate)** shall render a written decision within ten (10) working days of the meeting.

**If the grievance is not resolved at Step Two, it may be submitted for grievance arbitration under Article 26.**

25.04 Grievance Procedure for Termination or Dismissal

Subject to Article 7, a claim by an Employee that **they have** 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 the Chief Medical Officer **with a copy provided to the Director, Human Resources (or a designate)** at Step **Two** of the grievance procedure.

25.05 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 Medical Officer **with a copy provided to the Director, Human Resources (or a designate)**, at Step **Two** of the grievance procedure.
- (c) An Employer grievance shall be filed with the President of PCAM.

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

25.07 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.

**25.08 Working days for the purpose of the Grievance and Arbitration procedure are days excluding Saturdays, Sundays, and Recognized Holidays.**

## **ARTICLE 26 - GRIEVANCE ARBITRATION PROCEDURE**

26.01 In the event of the failure of the parties to settle a grievance in the manner set forth in Article 25, within fifteen (15) working days of a written decision being issued under sub-article 25.03, either PCAM or the Employer may refer the matter to arbitration.

26.02 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

**three (3) proposed sole arbitrators** to determine the grievance. It is agreed that disputes which are carried to the arbitration stage shall be referred to a single arbitrator.

**The other party shall, within ten (10) days of the receipt of such notice, notify the party who referred the matter to arbitration of the acceptance of one of the arbitrators named or propose others. Where the parties have failed to agree on the choice of a single arbitrator within twenty (20) days of the matter being referred to arbitration, the party who referred the matter to arbitration may make application to the Manitoba Labour Board to select an arbitrator.**

- 26.03 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.
- 26.04 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.
- 26.05 The costs and expenses of the Arbitrator shall be shared equally between the Employer and PCAM.
- 26.06 Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Employer and PCAM in any manner whatsoever.

## **ARTICLE 27 - LEGAL AND INVESTIGATIVE PROCEEDINGS**

27.01 An Employee who is:

- (a) required to serve as a juror; or
- (b) subpoenaed as a witness to testify to matters in relation to **their** 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.

- 27.02 If required to serve as a juror or witness in a work related matter on scheduled **time** off or while on vacation the Employer and Employee will agree on alternate time off in-lieu.
- 27.03 An Employee shall be allowed necessary time off with **basic** pay to attend citizenship court to become a Canadian citizen **up to a maximum of one (1) calendar day**. The Employee shall notify the Employer a minimum of fourteen **calendar** (14) days prior to the date this leave is required.

## **ARTICLE 28 - NEW CLASSIFICATIONS**

- 28.01 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.
- 28.02 Any concerns on duties may, within fifteen (15) days of notice being given pursuant to sub-article **28.01**, be submitted in writing by either the Employer or PCAM to the Joint Committee established under Article **30** 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 **28.01**, the determination of duties by the Employer shall prevail.
- 28.03 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 **26** of this Agreement. The decision of the arbitrator shall be final and binding on all parties.
- 28.04 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 29 - PERSONAL EFFECTS**

- 29.01 An Employee who, during the course of **their** 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 **their** duties; or
  - (b) professional instruments carried by the Employee in the performance of **their** 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/**resident/client**, visitor or a member of the public. It also includes circumstances where the loss or damage occurs, where, as a result of fulfilling **their** 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.

- 29.02 All incidents of loss or damage to personal articles such as described in sub-article **29.01** 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 30 - JOINT COMMITTEE**

- 30.01 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.
- 30.02 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 **Article 30.01**.
- 30.03 Basic pay or equivalent time off will be granted to Employees who are appointed by PCAM to attend meetings when otherwise not on duty. This Article applies to meetings of the Joint Committee, as per article 30.01, and any other committee which is created by the mutual agreement of PCAM and the Employer, and to which PCAM is required to appoint representatives.**
- 30.04 In the case of Central Table negotiations for the renewal of this Agreement or any new Agreement which may be negotiated as herein, Employee representatives of PCAM may be granted time off duty without loss of pay, subject to operational requirements, and at least four (4) weeks' written notice of request to participate in negotiations in which both the Employers Organization and PCAM are represented. The maximum number of**

**Employees who will be entitled to said leave of absence, without loss of pay, to participate shall be as follows:**

**Central Negotiations –**

**Up to three (3) PCAM members collectively representing six (6) Employer Organization bargaining units**

## **ARTICLE 31 - REPRESENTATIVE WORKFORCE**

**31.01 Health services across Manitoba are provided in facilities located on the original lands of First Nations and Inuit peoples, and on the homeland of the Métis Nation. Manitoba's health authorities respect that First Nations treaties were made on these territories and we dedicate ourselves to collaborate in partnership with First Nations, Inuit, and Métis peoples in the spirit of reconciliation.**

**31.02 PCAM and the Employer agree with the goal of achieving a representative workforce for First Nations, Métis, and Inuit ("Indigenous") peoples who are significantly underrepresented in the health workforce. Additional actions are needed to promote and facilitate employment of Indigenous persons in health care occupations at all levels. The parties shall work collaboratively to:**

**(a) Develop strategic initiatives and programs that:**

- Foster mutual respect, trust, equity, open communication, and understanding;**
- Focus on recruiting, training, and career development of Indigenous staff;**
- Identify workplace barriers that may be discouraging or preventing Indigenous staff from entering and remaining in the workforce;**
- Foster reconciliation in race and cultural relations;**
- Promote the elimination of anti-Indigenous racism in the healthcare system.**

**(b) Promote and publicize initiatives undertaken to encourage, facilitate, and support the development of a representative workforce;**

**31.03 The Employer will implement educational opportunities for all Employees to promote awareness of cultural diversity with an emphasis on Indigenous peoples. This will include enhanced orientation sessions for new Employees to promote cultural awareness with emphasis on Indigenous peoples. Anti-racism education will be offered. PCAM will encourage participation in such efforts amongst its members.**

**31.04 Truth and Reconciliation**

**The parties agree to collaborate in finding constructive ways of implementing the Calls to Action outlined by the Truth and Reconciliation Commission of Canada, June 2015 that are relevant to health and healthcare, including improving cultural competencies, improving health outcomes, supporting culturally appropriate healthcare services, and increasing the number of Indigenous Employees in the health care system.**

**ARTICLE 32 - SAFETY HEALTH AND WELFARE**

**32.01 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 33 - GENERAL PROVISIONS**

**33.01 The parties agree that there shall be no discrimination, interference, restriction, harassment or coercion based on the applicable characteristics cited in Section 9 of *The Human Rights Code of Manitoba*, and including PCAM membership, non-membership or PCAM activity.**

**33.02 There shall be a policy supporting a Respectful Workplace. Such policy shall address the issue of communication strategies, which will include signage. The Employer's Respectful Workplace Policy shall include a commitment to conclude the investigation as quickly as is reasonably possible.**

**It is further agreed that both parties will work together to ensure that employees are aware of the Employer's Respectful Workplace Policy.**

**ARTICLE 34 - SECONDMENT TO EDUCATION INSTITUTIONS**

**34.01 The Parties understand and agree that there may be occasions where it is beneficial to allow an Employee to move, without loss of employment status**



**or benefit accruals, to work temporarily for physician assistant / clinical assistant educational institutions.**

**These Employees will be placed on an unpaid leave of absence for the duration of the educational institution secondment. If approved, the terms and conditions of the secondment will be confirmed in writing prior to the secondment, including but not limited to the duration and conditions during and upon return from the secondment.**

## **ARTICLE 35 - CASUAL EMPLOYEES**

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

35.01 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*.

35.02 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.

35.03 Casual employees required to work on a general holiday shall be paid at the rate of one and a half (1.5x) times their basic rate of pay.

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

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

35.06 The Employer agrees to deduct PCAM dues from casual employees in accordance with Article 4 (**PCAM Security and Representation**). 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.

35.07 Articles 24 (Grievance Procedure) and 25 (Arbitration Procedure), contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.

- 35.08 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.
- 35.09 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.
- 35.10 Casual employees placed on On-Call Duty shall be entitled to compensation in accordance with Article 11 (On-Call Duty).

#### **ARTICLE 36 - DURATION OF AGREEMENT**

- 36.01 This Agreement shall be in full force and effect from April 1, 2019 up to and including March 31, 2025. 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 36.03, this Agreement shall remain in full force and effect without change.
- 36.02 This Agreement may be amended during its term by the mutual written agreement of the parties.
- 36.03 (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, 2025. 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 36.03(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 36.03(a) within thirty (30) calendar days prior to March 31, 2025, this Agreement shall continue without change for a further period of one (1) year.

36.04 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.

36.05 **Retroactivity:**

**Should there be retroactive wage and benefit adjustments, such shall be made payable within ninety (90) days of the date of ratification of the Collective Agreement.**

**Upon written application to the Employer within sixty (60) days of ratification of the Collective Agreement, Employees who have resigned or retired from their employment with the Employer between April 1, 2019 and the date of ratification of the Collective Agreement shall be entitled to retroactive pay. Such payment would be payable within ninety (90) days of the application.**

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

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.**

**SHARED HEALTH EMPLOYERS ORGANIZATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## SCHEDULE "A" SALARIES – 2080 HOUR EMPLOYEES

### A1. Effective April 1, 2018

#### Expired Rates

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistants	2080	Hourly	33.936	37.084	39.642	43.478	47.898	52.040
		Annual	70,587	77,136	82,455	90,435	99,628	108,243
Physician Assistants	2080	Hourly	39.157	40.921	45.269	48.849	52.817	56.959
		Annual	81,446	85,116	94,159	101,606	109,859	118,475

### A1. Effective April 1, 2019 through March 31, 2020

Salary includes a 1.4% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistants	2080	Hourly	34.411	37.603	40.197	44.087	48.569	52.769
		Annual	71,575	78,214	83,610	91,701	101,024	109,760
Physician Assistants	2080	Hourly	39.705	41.494	45.903	49.533	53.556	57.756
		Annual	82,586	86,308	95,478	103,029	111,396	120,132

### A1. Effective April 1, 2020 through March 31, 2021

Salary includes a 0.5% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistants	2080	Hourly	34.583	37.791	40.398	44.307	48.812	53.033
		Annual	71,933	78,605	84,028	92,159	101,529	110,309
Physician Assistants	2080	Hourly	39.904	41.701	46.133	49.781	53.824	58.045
		Annual	83,000	86,738	95,957	103,544	111,954	120,734

### A1. Effective April 1, 2021 through March 31, 2022

Salary includes a 1.2% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistants	2080	Hourly	34.998	38.244	40.883	44.839	49.398	53.669
		Annual	72,796	79,548	85,037	93,265	102,748	111,632
Physician Assistants	2080	Hourly	40.383	42.201	46.687	50.378	54.470	58.742
		Annual	83,997	87,778	97,109	104,786	113,298	122,183

### A1. Effective April 1, 2022 through March 31, 2023

Salary includes a 2.0% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistants	2080	Hourly	35.698	39.009	41.701	45.736	50.386	54.742
		Annual	74,252	81,139	86,738	95,131	104,803	113,863
Physician Assistants	2080	Hourly	41.191	43.045	47.621	51.386	55.559	59.917
		Annual	85,677	89,534	99,052	106,883	115,563	124,627

**A1. Effective April 1, 2023 through March 31, 2024**

Salary includes a 2.0% increase &amp; New 20Y Step

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20Y Step
Clinical Assistants <sup>1</sup>	2080	Hourly	42,015	43,906	48,573	52,414	56,670	61,115	62,337
		Annual	87,391	91,324	101,032	109,021	117,874	127,119	129,661
Physician Assistants	2080	Hourly	42,015	43,906	48,573	52,414	56,670	61,115	62,337
		Annual	87,391	91,324	101,032	109,021	117,874	127,119	129,661

<sup>1</sup> Clinical Assistant Rates Aligned to Physician Assistant Rates Effective April 1, 2023**A1. Effective April 1, 2024 through March 31, 2025**

Salary includes a 2.0% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20Y Step
Clinical Assistants	2080	Hourly	42,855	44,784	49,544	53,462	57,803	62,337	63,584
		Annual	89,138	93,151	103,052	111,201	120,230	129,661	132,255
Physician Assistants	2080	Hourly	42,855	44,784	49,544	53,462	57,803	62,337	63,584
		Annual	89,138	93,151	103,052	111,201	120,230	129,661	132,255

**Notes:**

**(1) Effective April 1, 2023 a Long Service Step equivalent to two percent (2%) shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:**

- (a) Twenty (20) or more years of continuous service, and**
- (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.**

**(2) Employees who do not meet the above criteria on April 1, 2023 shall be eligible for the Long Service Step on the Employee's anniversary date in which the Employee meets both conditions outlined in (1) above.**

**For the purpose of (1) and (2) continuous service shall be calculated based on the definition of "Continuous Service and/or Length of Employment" in Article 1.01.**

## SCHEDULE "B" SALARIES – 2600 HOUR EMPLOYEES

### B1. Effective January 1, 2023 through March 31, 2023

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
Clinical Assistant - 2600 Basic (No Shift or Call Included)	2600	Hourly	42.732	44.387	46.105	47.891	50.357	52.307
		Annual	111,103	115,406	119,873	124,517	130,928	135,998
Clinical Assistant - 2600 Shift Included	2600	Hourly	46.634	48.440	50.318	52.265	54.957	57.085
		Annual	121,248	125,944	130,827	135,889	142,888	148,421
Clinical Assistant - 2600 Call Included	2600	Hourly	53.999	56.087	58.259	60.517	63.634	66.098
		Annual	140,397	145,826	151,473	157,344	165,448	171,855
Physician Assistant - 2600 Basic (No Shift or Call Included)	2600	Hourly	47.125	48.951	50.847	52.815	55.536	57.686
		Annual	122,525	127,273	132,202	137,319	144,394	149,984
Physician Assistant - 2600 Shift Included	2600	Hourly	51.544	53.540	55.612	57.765	60.741	63.093
		Annual	134,014	139,204	144,591	150,189	157,927	164,042
Physician Assistant - 2600 Call Included	2600	Hourly	58.907	61.188	63.556	66.017	69.419	72.108
		Annual	153,158	159,089	165,246	171,644	180,489	187,481

### B1. Effective April 1, 2023 through March 31, 2024

Salary includes a 2.0% increase & New 20Y Step

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20Y Step
Clinical Assistant - 2600 Basic (No Shift or Call Included) <sup>1</sup>	2600	Hourly	42.015	43.906	48.573	52.414	56.670	61.115	62.337
		Annual	109,239	114,156	126,290	136,276	147,342	158,899	162,076
Clinical Assistant - 2600 Shift Included <sup>1</sup>	2600	Hourly	52.575	54.611	56.724	58.920	61.956	64.355	65.642
		Annual	136,695	141,989	147,482	153,192	161,086	167,323	170,669
Clinical Assistant - 2600 Call Included <sup>1</sup>	2600	Hourly	60.085	62.412	64.827	67.337	70.807	73.550	75.021
		Annual	156,221	162,271	168,550	175,076	184,098	191,230	195,055
Physician Assistant - 2600 Basic (No Shift or Call Included) <sup>2</sup>	2600	Hourly	42.015	43.906	48.573	52.414	56.670	61.115	62.337
		Annual	109,239	114,156	126,290	136,276	147,342	158,899	162,076
Physician Assistant - 2600 Shift Included	2600	Hourly	52.575	54.611	56.724	58.920	61.956	64.355	65.642
		Annual	136,695	141,989	147,482	153,192	161,086	167,323	170,669
Physician Assistant - 2600 Call Included	2600	Hourly	60.085	62.412	64.827	67.337	70.807	73.550	75.021
		Annual	156,221	162,271	168,550	175,076	184,098	191,230	195,055

<sup>1</sup> Clinical Assistant Rates Aligned to Physician Assistant Rates Effective April 1, 2023

<sup>2</sup> Physician Assistant 2600 Hourly Rates Aligned to Physician Assistant 2080 Hourly Rates Effective April 1, 2023

### B1. Effective April 1, 2024 through March 31, 2025

Salary includes a 2.0% increase

Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	20Y Step
Clinical Assistant - 2600 Basic (No Shift or Call Included)	2600	Hourly	42.855	44.784	49.544	53.462	57.803	62.337	63.584
		Annual	111,423	116,438	128,814	139,001	150,288	162,076	165,318
Clinical Assistant - 2600 Shift Included	2600	Hourly	53.627	55.703	57.858	60.098	63.195	65.642	66.955
		Annual	139,430	144,828	150,431	156,255	164,307	170,669	174,083
Clinical Assistant - 2600 Call Included	2600	Hourly	61.287	63.660	66.124	68.684	72.223	75.021	76.521
		Annual	159,346	165,516	171,922	178,578	187,780	195,055	198,955
Physician Assistant - 2600 Basic (No Shift or Call Included)	2600	Hourly	42.855	44.784	49.544	53.462	57.803	62.337	63.584
		Annual	111,423	116,438	128,814	139,001	150,288	162,076	165,318
Physician Assistant - 2600 Shift Included	2600	Hourly	53.627	55.703	57.858	60.098	63.195	65.642	66.955
		Annual	139,430	144,828	150,431	156,255	164,307	170,669	174,083
Physician Assistant - 2600 Call Included	2600	Hourly	61.287	63.660	66.124	68.684	72.223	75.021	76.521
		Annual	159,346	165,516	171,922	178,578	187,780	195,055	198,955

#### Notes:

(1) Effective April 1, 2023 a Long Service Step equivalent to two percent (2%) shall be added to Schedule B. Employees shall be eligible for the Long Service Step identified in Schedule B upon completion of the following:

- (a) Twenty (20) or more years of continuous service, and
- (b) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

(2) Employees who do not meet the above criteria on April 1, 2023 shall be eligible for the Long Service Step on the Employee's anniversary date in which the Employee meets both conditions outlined in (1) above.

For the purpose of (1) and (2) continuous service shall be calculated based on the definition of "Continuous Service and/or Length of Employment" in Article 1.01.

**LETTER OF UNDERSTANDING #1****BETWEEN:****SHARED HEALTH EMPLOYERS ORGANIZATION  
(the "SHEO")****- 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 Clinical Assistant Assessment/Exam Part I; and
  - c. the 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 **their** 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 Clinical Assistant Assessment/Exam associated with the training program, the Existing CA or Existing PA will be placed on the re-employment list if **their** former position is no longer available.

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.**

**SHARED HEALTH EMPLOYERS ORGANIZATION**

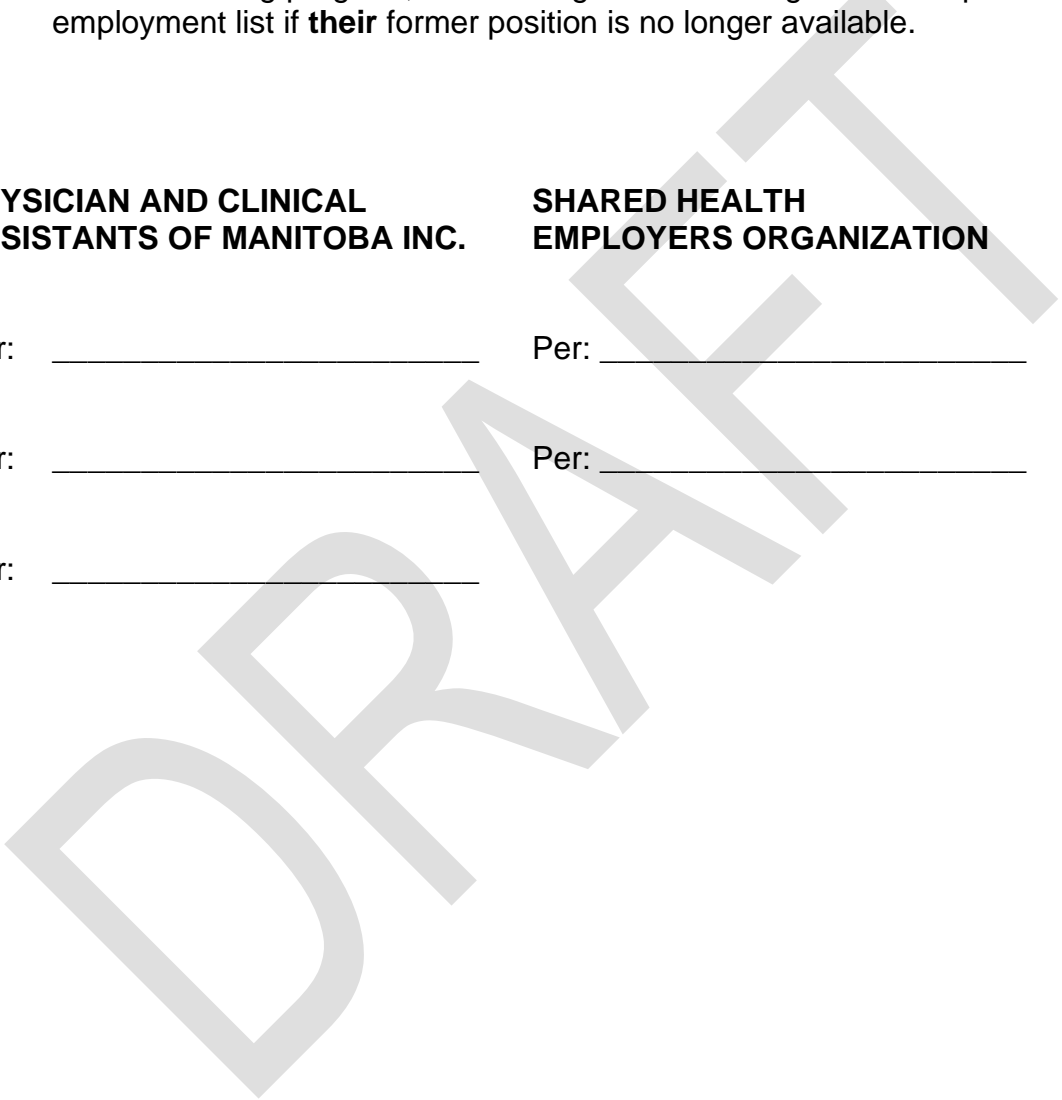
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**LETTER OF UNDERSTANDING #2**

**BETWEEN:**

**SHARED HEALTH EMPLOYERS ORGANIZATION  
(the "SHEO")**

**- and -**

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA  
(“PCAM” or the “Association”)**

**RE: 2600 HOUR POSITIONS**

1. The parties agree that effective January 1, 2023 the following 2600 hour salary scales will be in effect for the duration of the Collective Agreement (collectively the “2600 Hour Salary Scales”):

- (a) Clinical Assistant 2600 Basic (No Shift or Call Included)
- (b) Physician Assistant 2600 Basic (No Shift or Call Included)
- (c) Clinical Assistant 2600 Call Included
- (d) Physician Assistant 2600 Call Included
- (e) Clinical Assistant 2600 Shift Included
- (f) Physician Assistant 2600 Shift Included

2. Effective January 1, 2023, any new or vacant position may be posted as a 2600 hour position or a 2080 hour position, at the Employer's discretion. The posting of a 2600 hour position will indicate whether it is a Basic (No Shift or Call Included), Call Included or Shift Included position. The applicable 2600 Salary Scale in Schedule B will apply to the position, and the salary scales in Schedule A will not apply. Paragraphs 4, 5 and 6 of this Letter of Understanding will apply to any 2600 position that is posted, as applicable.

3. Effective any time after January 1, 2023 where the Employer and an Employee agree in writing, the Employer may convert that Employee's position to a 2600 hour position, on the applicable 2600 Hour Salary Scale in Schedule B. Where such a conversion occurs by agreement, there will be no obligation to post the 2600 hour position. Paragraphs 4, 5 and 6 of this Letter of Understanding will

apply to any 2600 position that is converted pursuant to the foregoing, as applicable.

4. Articles 9.01, 9.02, 10.03 and 10.05 of the Collective Agreement shall not apply to any Employees on the 2600 Hour Salary Scales. The following will apply in place of those articles:

9.01 Regular hours of work for Full-Time Employees will consist of one hundred (100) hours over a bi-weekly period (an average of 50 hours per week).

9.02 Regular hours of work for Part-Time Employees will consist of less than two hundred (200) hours over a four (4) week period (an average of less than 50 hours per week).

10.03 Overtime shall be defined as any pre-authorized time worked in excess of one hundred (100) hours over a bi-weekly period for Full-Time Employees. Overtime shall be defined as any pre-authorized time worked in excess of two hundred (200) hours over a four (4) week period for Part-Time Employees.

10.05 By mutual agreement between the Employer and an Employee, overtime may be compensated by granting time off. A maximum of one hundred (100) 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 two times (2.0x) the basic hourly rate shall be banked as two times (2.0) 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.

5. Articles 11.03, 11.04 and 11.07 of the Collective Agreement shall not apply to any Employees on the Physician Assistant 2600 Call Included or the Clinical Assistant 2600 Call Included salary scales.

6. Article 13.01 (Shift Premiums) of the Collective Agreement shall not apply to any Employees on the Physician Assistant 2600 Shift Included or the Clinical Assistant 2600 Shift Included salary scales. For greater certainty, Employees on these salary scales shall not receive any shift premium.

7. For the purpose of Article 14.05, the additional five (5) working days shall be a maximum of fifty (50) hours of vacation.

- 8. For the purpose of Article 15.02, a “days' pay” will mean ten (10) hours
- 9. For the purpose of Article 15.03, an Employee may accumulate up to fifty (50) hours in their recognized holiday bank at any time.
- 10. For the purpose of Article 15.05, a “days' pay” will mean ten (10) hours.
- 11. For the purpose of Article 16.01, a “day” will mean ten (10) hours.

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.**

**SHARED HEALTH EMPLOYERS ORGANIZATION**

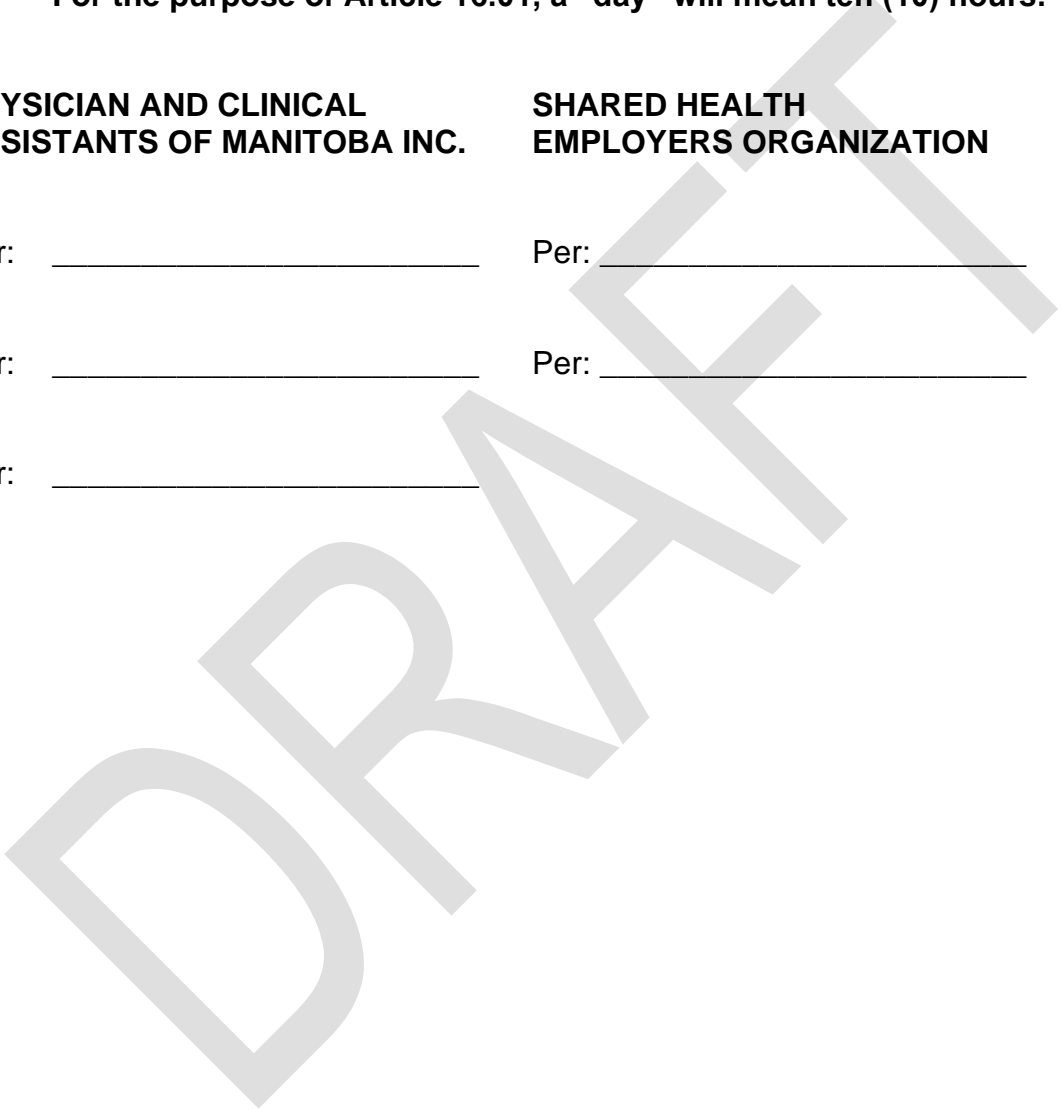
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**LETTER OF UNDERSTANDING #3****BETWEEN:****SHARED HEALTH EMPLOYERS ORGANIZATION  
(the "SHEO")****- and -****PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA  
("PCAM" or the "Association")****RE: APPLICATION OF VACATION ENTITLEMENTS IN ARTICLE 14.03**

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 14.03 are to be administered as follows:

<b>Days of Vacation in Article 14.03</b>	<b>Application for 2080 Hour Employees working 8 hour shifts</b>	<b>Application for 2080 Hour Employees working 10 Hour shifts</b>	<b>Application for 2600 Hour Employees working 10 hour shifts</b>
<b>15 Working Days</b>	<b>3 weeks of vacation or 120 hours of vacation  1 week equivalent to five (5) shifts of eight (8) hours</b>	<b>3 weeks of vacation or 120 hours of vacation  1 week equivalent to four (4) shifts of ten (10) hours</b>	<b>3 weeks of vacation or 150 hours of vacation  1 week equivalent to five (5) shifts of ten (10) hours</b>
<b>20 Working Days</b>	<b>4 weeks of vacation or 160 hours of vacation  1 week equivalent to five (5) shifts of eight (8) hours</b>	<b>4 weeks of vacation or 160 hours of vacation  1 week equivalent to four (4) shifts of ten (10) hours</b>	<b>4 weeks of vacation or 200 hours of vacation  1 week equivalent to five (5) shifts of ten (10) hours</b>

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	5 weeks of vacation or 250 hours of vacation  1 week equivalent to five (5) 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	6 weeks of vacation or 300 hours of vacation  1 week equivalent to five (5) 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 **their** 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 **their** Overtime and/or **Recognized** 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 **their** Overtime and/or **Recognized** 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 **they are** 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 **E**mployer 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.**

**SHARED HEALTH EMPLOYERS ORGANIZATION**

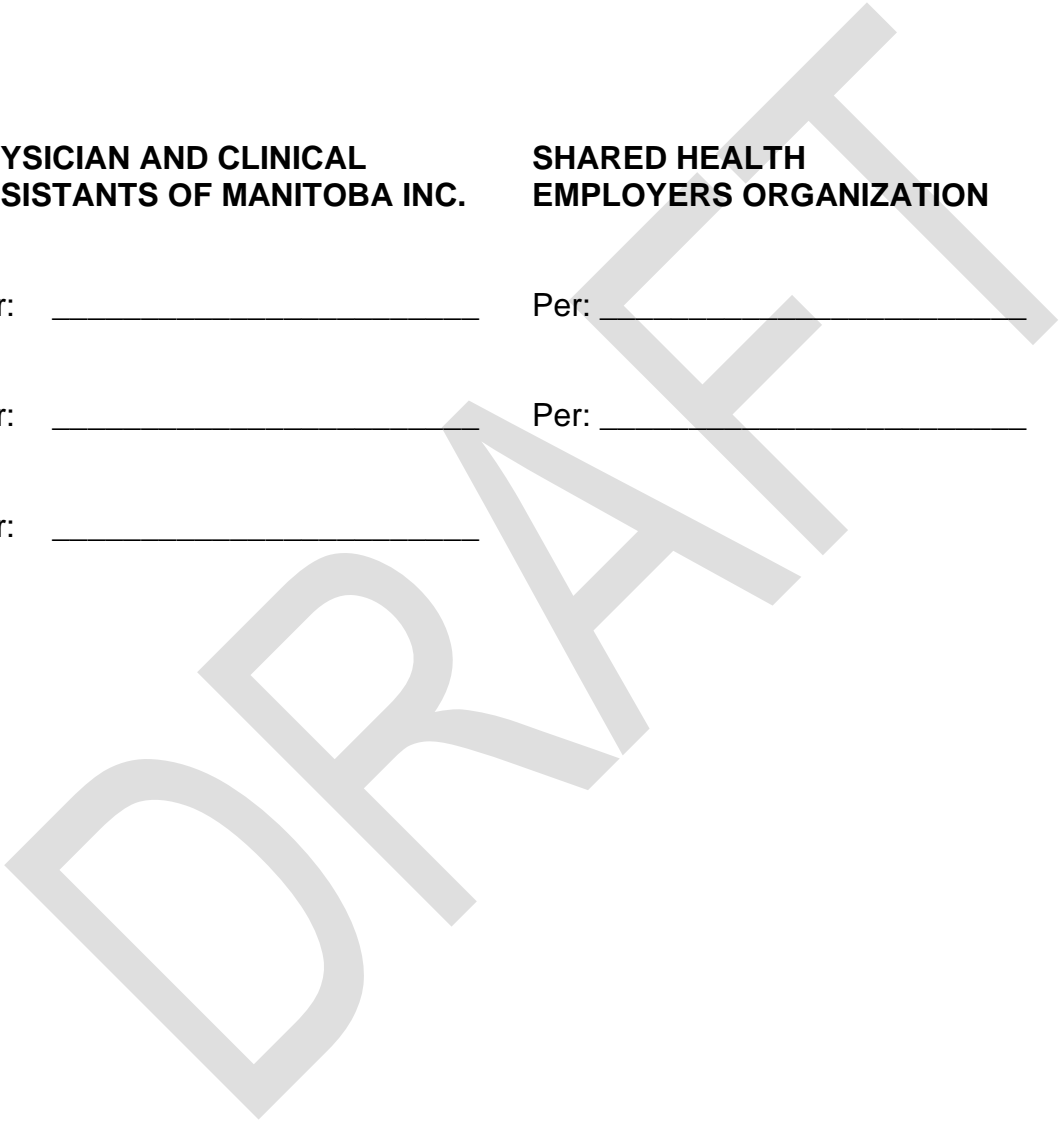
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**LETTER OF UNDERSTANDING #4**

**BETWEEN:**

**SHARED HEALTH EMPLOYERS ORGANIZATION  
(the "SHEO")**

**- and -**

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

**RE: SERVICES PROVIDED AT MULTIPLE SITES/EMPLOYERS/EMPLOYERS ORGANIZATIONS**

In the 2022 collective bargaining negotiations, the parties discuss the application of the new bargaining unit structures created by HSBURA and issues related to the placement of employees within those bargaining units.

**Home Employer and Work Sites**

Within Shared Health and Winnipeg-Churchill Employers Organizations, the parties acknowledge and agree that some Employees are and can be employed by an Employer falling within one Employers Organization (the "Home Employer") having a component of their assigned duties at a site that is associated with another Employer falling within the same Employers Organization or another Employers Organization. Such assigned duties will not impact the employment relationship between the Home Employer and the Employee, nor will it establish a separate or new employment relationship with the Employer associated with the site at which the services are provided. Where such duties are assigned to PCAM members, no objection regarding bargaining unit jurisdiction between separate Employers Organization bargaining units will be raised.

Where a position is posted that requires services to be performed at a site (or sites) associated with another Employer pursuant to the foregoing, the posting will indicate the anticipated Employers for which services may be provided.

Other than those employed by Cancer Care Manitoba, the Winnipeg Health Region Direct Operations has been the Home Employer of the Employees in the Shared Health and Winnipeg-Churchill Employers Organization. The Employers Organizations will continue to review this structure and may implement a change of the Home Employer designation. If there is a change in the Home Employer designation, the affected Employees and PCAM will be provided with not less than

ninety (90) days' notice of the anticipated change and the mobility provisions of the Collective Agreement would be applicable.

**Positions Requiring Travel (with multiple sites/Employers/Employers Organizations)**

The Employer may establish and post a position that requires services to be performed at a site (or sites) associated with same or another Employer within the same or another Employers Organization that requires travel greater than one hundred (100) km from the site(s) where the position is normally situated with the Home Employer.

An Employee working in such a position will be entitled to mileage and travel expense reimbursement in accordance with the Home Employer's policies and procedures.

The principles outlined above regarding the Home Employer designation would apply to such a position, and the positing for the position will also indicate the travel requirement.

**PHYSICIAN AND CLINICAL ASSISTANTS OF MANITOBA INC.**

**SHARED HEALTH EMPLOYERS ORGANIZATION**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

Per: \_\_\_\_\_

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