

AGREEMENT

BETWEEN

PROVINCE OF MANITOBA

AND

MANITOBA MEDICAL ASSOCIATION

APRIL 1, 2005 – MARCH 31, 2008

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**THIS AGREEMENT** made and entered into this 27 day of June, 2005

**BETWEEN:**

**HER MAJESTY THE QUEEEN**

In Right of the Province of Manitoba,

(Hereinafter referred to as “the Government”)

OF THE FIRST PART

- and -

**MANITOBA MEDICAL ASSOCIATION**

(hereinafter referred to as “the Association”)

OF THE SECOND PART.

**WHEREAS** the Association is the certified bargaining agent of certain specified physicians of the Government, more specifically having been certified under the Labour Relations Act of the Province of Manitoba by the Manitoba Labour Board on the 25th day of June, A.D. 1974, under Certificate No. MLB-2710 as certified bargaining agent for a unit described as follows:

"All physicians employed by the Province of Manitoba,  
except those excluded by the Act."

**AND WHEREAS** the Association and the Government have agreed to enter into a collective agreement containing terms and conditions of employment of the said physicians employed by the Government, including provisions with reference to rates of pay and hours of work;

**NOW THIS AGREEMENT WITNESSETH THAT** in consideration of the premises of the covenants and agreements of the parties hereto, hereinafter contained, and by them to be respectfully observed, kept and performed, the parties hereto covenant and agree as follows:

## **ARTICLE 1 - GOVERNMENT TO PROVIDE COPY OF AGREEMENT**

1:01 A copy of this Agreement shall be provided by the Government to each of the present physicians employed by it, and to all future physicians bound by this Agreement. The Government and the Association shall share equally all costs in connection with the printing and distribution of the agreement for use by present and future physicians covered by this Agreement.

## **ARTICLE 2 - INTERPRETATION**

2:01 "Employing Authority" means:

(a) in respect of the Department in which a physician is employed:

- (i) The Minister presiding over the Department; or
- (ii) The Deputy Minister; or
- (iii) Any person designated by the Minister to act as employing authority in respect of the Department on behalf of the Minister and of whom the Association has been given written notice.

2:02 Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.

2:03 In this Agreement, unless the context otherwise requires, and except as other-wise provided in this agreement the expression:

(a) "accumulated service" means the equivalent length of service acquired by the physician in accordance with the following:

- (i) Accumulated service is calculated based on all hours for which a physician has received regular pay. This includes regular hours worked and approved leaves of absence from the Government of Manitoba where regular pay is maintained.
- (ii) Accumulated service does not include any leaves of absence without pay including but not limited to suspensions without pay, Workers' Compensation, and other leave situations.
- (iii) Accumulated service must be continuous service.
- (iv) One year of accumulated service equals 1885 hours.
- (v) A physician can only receive a maximum of one year of accumulated service in any twelve month period.

(b) "continuous service" means consecutive and contiguous days, weeks, months and/or years of employment with the Government of Manitoba where there has been no break in service involving the termination of the physician.

(c) "calendar service" means the length of continuous service from the physician's most recent date of hire to the present. Periods of lay-off while not affecting the continuity of service, are not included in the calculation of calendar service.

(d) "vacation credit" means one (1) day (7.25) hours of paid vacation.

### **ARTICLE 3 - DISCRIMINATION**

3:01 There shall be no discrimination by either party against any member of the bargaining unit because of that member's participation or non-participation in lawful activities of the Association or because of that member's participation or non-participation either on the Joint Committee or Negotiations Committee established pursuant to this Agreement, or both.

### **ARTICLE 4 - RECOGNITION OF THE ASSOCIATION**

4:01 The Government recognizes the Association as the sole and exclusive bargaining agent for those physicians of the Government referred to in the Certificate No. MLB-2710 of the Manitoba Labour Board, and, as well, such further and other class or classes of employees as may be agreed upon by the parties during the currency of this Agreement or any extension thereof.

### **ARTICLE 5 - MANAGEMENT RIGHTS**

- 5:01 Except as in this Agreement otherwise expressly provided, it is acknowledged that the Government has the right, responsibility and authority to manage, operate and generally regulate its affairs and functions. The Government agrees that their functions shall be exercised in a manner not inconsistent with the terms of this Agreement, and that any type of disciplinary action taken against any member of the bargaining unit herein must only be taken for just and proper cause.
- 5:02 In administering this Agreement, the government shall act reasonably, fairly, in good faith and in a manner consistent with the Agreement as a whole.

### **ARTICLE 6 - SICK LEAVE**

- 6:01 A physician shall be allowed sick leave with pay to the extent of that physician's accumulated sick leave credits.
- 6:02 The sick leave to which a physician is entitled shall accumulate:
- (a) during the first four (4) years of calendar service at the rate of 3.625 hours for each 72.5 hours of accumulated service
  - (b) after the first four (4) years of calendar service at the rate of 7.25 hours for each 72.5 hours of accumulated service.



- 6:03 Subject to Section :04 sick leave shall not accumulate beyond two hundred and eight (208) working days (1,508 hours).
- 6:04 The Commission, at the request of the employing authority, may grant, in addition to the sick leave accumulated under this Agreement:
- (a) to a physician who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (208) working days (1,508 hours) of sick leave with pay during the physician's years of service, an additional period of sick leave with pay, which additional sick leave shall increase the total sick leave for all the physician's years of service to not more than two hundred and twenty-eight (228) working days (1,643 hours);
  - (b) to a physician who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty-eight (228) working days (1,653 hours) of sick leave during the physician's years of service, an additional period of sick leave with pay which additional sick leave shall increase the total sick leave for all the physician's years of service to not more than two hundred and fifty-six (256) working days (1,856 hours); and
  - (c) to a physician who has been employed for not less than twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days (1,856 hours) of sick leave during the physician's years of service, an additional period of sick leave with pay which additional leave shall increase the total sick leave for all the physician's years of service to not more than two hundred and ninety-six (296) working days (2,146 hours).
- 6:05 A physician who has been absent because of sickness shall furnish, if requested by the Deputy Minister or his designate, within fifteen (15) working days of the sickness, a medical certificate from a duly qualified medical practitioner designated by or acceptable to the employing authority, certifying that the physician is or was unable to be present at work because of the sickness. Where a physician fails to produce the requested medical certificate as aforesaid, the physician shall not be entitled to be paid for the period of absence.
- 6:06 The Government may, in its discretion, grant additional sick leave with pay over and above a physician's accumulated sick leave.
- 6:07 A physician shall accumulate sick leave credits from the date of commencement of employment.
- 6:08 Physicians who are on sick leave on statutory holidays or annual vacation shall be credited as having used this holiday or vacation on the day or days on which it or they fall and shall not be charged with having used a day or days of sick leave on that day or days. This subsection does not apply to physicians who are in receipt of benefits under The Workers Compensation Act.

- 6:09 Physicians may obtain information concerning their accumulated sick leave credits upon request in writing to their personnel office and shall be provided with the information within thirty (30) days of the receipt of the request.
- 6:10 Where a physician becomes ill during the period of his scheduled annual vacation, the employing authority may grant sick leave and credit the physician with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and requires hospitalization. The physician shall be responsible to provide proof of hospitalization satisfactory to the employing authority.
- 6:11 When an employee is unable to work and is in receipt of an income replacement indemnity (IRI) from Manitoba Public Insurance (MPI) as a result of an injury incurred in a vehicle accident, the employee may elect to be paid an additional amount, which when combined with the IRI benefit, shall ensure the maintenance of net salary consistent as if they were in receipt of regular sick leave. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of the IRI and such additional payment shall be payable until the employee's accrued sick leave credits have been exhausted.
- 6:12 Sick leave shall not accumulate during periods when a physician is absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days.

## **ARTICLE 7 - MATERNITY LEAVE**

- 7:01 A physician who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

### **PLAN A**

- 7:02 In order to qualify for Plan A, a pregnant physician must:
- (a) have completed seven (7) continuous months of employment for or with the Government;
  - (b) submit to the employing authority an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
  - (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- 7:03 A physician who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02(c); or

- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section 20(2)(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) the Civil Service Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.

7:04 A physician who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period. Should the physician not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted, the physician shall compensate the employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

### **PLAN B**

7:05 In order to qualify for Plan B a pregnant physician must:

- (a) have completed seven (7) continuous months of employment for or with the Government;
- (b) submit to the employing authority an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) provide the employing authority with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) provide the employing authority with proof that she has applied for Employment Insurance benefits and that Human Resources Development Canada (HRDC) has agreed that the physician has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 22, Employment Insurance Act.

7:06 An applicant for maternity leave under Plan B must sign an agreement with the employing authority providing that:

- (a) she shall return to work and remain in the employ of the Government on a full time basis for at least six (6) months following her return to work; and
- (b) if she does not take parental leave as provided in Article 8 - Parental Leave, she shall return to work on the date of the expiry of her maternity leave; and
- (c) if she does take parental leave as provided in Article 8 - Parental Leave, she shall return to work on the date of the expiry of her parental leave; and
- (d) should she fail to return to work as provided above, she is indebted to the Government for the full amount of pay received from the Government as a maternity allowance during her entire period of maternity leave.

7:07 At the physician's request and with the recommendation of the employing authority, the Commission may authorize a physician who has received maternity

leave under Plan B to return to work on a part-time basis for a period of twelve (12) months.

- 7:08 A physician 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 mentioned in Section :05(c); or
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :05(c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
  - (c) the Civil Service Commission may vary the length of maternity leave upon proper certification by the attending physician, and recommendation by the employing authority.
- 7:09 During the period of maternity leave, a physician who qualifies is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) plan as follows:
- (a) for the first two (2) weeks a physician shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the Employment Insurance benefits the physician is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;
  - (c) all other time as may be provided under Section :08 shall be on a leave without pay basis.
- 7:10 Plan B does not apply to term physicians or physicians who normally are subject to seasonal lay-off.
- 7:11 During the period of maternity leave, benefits shall not accrue. However, the period of maternity leave shall count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 7:12 Where a physician's anniversary date falls during the period of maternity leave under Plan A or B, the physician shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 7:13 The parties agree that for and in consideration of the Maternity Leave provisions negotiated into the 1996-97 Collective Agreement, the Manitoba Medical Association hereby agrees not to process to arbitration any grievances respecting the utilization of accumulated sick leave credits to cover part or all of a physician's Maternity Leave.

## **ARTICLE 8 - PARENTAL LEAVE**

- 8:01 In order to qualify for parental leave, a physician must:
- (a) be the natural mother of a child; or
  - (b) be the natural father of a child or he must assume actual care and custody of his newborn child; or
  - (c) adopt a child under the law of a province.
- 8:02 A physician who qualifies under Section :01 must:
- (a) have completed seven (7) continuous months of employment; and
  - (b) submit to the employing authority an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the physician intends to commence the leave.
- 8:03 A physician who qualifies in accordance with Sections :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.
- 8:04 Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the physician.
- 8:05 Where a physician takes parental leave in addition to maternity leave, the physician must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the employing authority.

## **ARTICLE 9 - PATERNITY LEAVE**

- 9:01 A male physician shall be granted one (1) day leave of absence with pay to attend to matters arising out of the birth of his child. Such leave may be granted on the day of or the day following the birth of his child, or the day of his wife's admission to or discharge from hospital.

## **ARTICLE 10 - CIVIL LIABILITY**

- 10:01 If an action or proceeding is brought against any physician employed by the Government, for an alleged tort committed by him in the performance of his duties, then:
- (a) The physician, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against him shall advise the Government through the Deputy Minister of Health, Family Services, Justice or Labour of any such notification or legal process;
  - (b) The Government shall pay any damages or costs awarded against any such physician in any such action or proceedings and all legal fees, and/or;

- (c) The Government shall pay any sum required to be paid by such physician in connection with the settlement of any claim made against such physician if such settlement is approved by the Government, through the Deputy Minister of Health, Family Services, Justice or Labour before the same is finalized; provided the conduct of the physician which gave rise to the action did not constitute gross negligence of his duty as a physician;
- (d) Upon the physician notifying the Government in accordance with paragraph (a) above, the Government and the physician shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Government shall unilaterally appoint counsel. The Government accepts full responsibility for the conduct of the action and the physician agrees to cooperate fully with appointed counsel.

## **ARTICLE 11 - GENERAL HOLIDAYS**

11:01 In this Agreement, the following days shall be recognized as paid holidays:

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

plus any other Statutory Holidays as declared by the Federal, Provincial or Local Government authority.

- 11:02 Where the exigencies of the service permit, a physician shall be entitled to close his or her office at one o'clock in the afternoon on December 24th when that day is a normal working day and that day shall be considered as a full working day for purposes of calculation.
- 11:03 Where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.
- 11:04 If any physician is required to work on New Year's Day, Good Friday, Canada Day, Christmas Day, or Boxing Day, the physician shall receive pay at the rate of one and one-half (1-1/2) times the physician's regular salary rate for each hour worked to a maximum of seven and one-quarter (7 1/4 hours) on said holiday.
- 11:05 A physician who is required to work on a holiday as specified in Section :01 hereof shall accumulate compensating time off at the rate of one (1) hour for each hour so worked, and such accumulated time may, at the physician's choice, be taken at such time as it runs consecutively with the physician's annual vacation period or at any other time convenient to the physician and approved by the physician's Director.

- 11:06 Physicians who are on days off or annual leave at the time that any of the above-mentioned holidays occur, shall receive a compensatory day off at a time mutually agreed between the physician and the physician's Director.
- 11:07 For any non-used accumulated compensatory time off existing at the time of a physician's termination of employment or retirement, as the case may be, the physician shall receive payment in lieu thereof at the physician's then current rate of pay as specified in Articles 32:01, 32:03, 32:04 and 32:05.

## **ARTICLE 12 - WORKERS COMPENSATION**

- 12:01 When a physician is in receipt of Workers Compensation allowance, the physician, if the physician so elects, shall be paid an additional amount which when combined with the compensation allowance shall insure the maintenance of the physician's gross salary. Such additional amount shall be chargeable to the physician's sick leave credits accrued at the time the physician commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the physician's accrued sick leave credits have been exhausted.
- 12:02 When a physician is absent due to sickness, injury or disability for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the physician were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the sickness, injury or disability occurred.

## **ARTICLE 13 - TERM OF AGREEMENT**

- 13:01 This Agreement shall become effective from and including April 1, 2005 and shall continue in effect up to and including March 31, 2008 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one-hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 13:02 Where notice for revision of this Agreement is given under Section :01, the party giving notice agrees to give to the other their written proposals for the revision of the Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These limits may be changed by mutual agreement between the parties hereto.
- 13:03 All additions, deletions, amendments and/or revisions from the previous Agreement shall be effective from April 1, 2005 unless otherwise specified.

#### **ARTICLE 14 - ASSOCIATION SECURITY**

- 14:01 The Government agrees to deduct the amount of annual dues and levies, as determined by the Association, on a bi-weekly basis, from salaries or wages of each and every physician covered by this Agreement whether a member of the Association or not.
- 14:02 The Government agrees that the aforesaid deductions shall continue during the life of this Agreement and after the expiry date thereof, during the entire period that any negotiations are proceeding with a view to concluding a new collective agreement.
- 14:03 The Association agrees to advise the Government of the amount of the Association's annual dues or levies and all amounts deducted under Section :01 hereof shall be forwarded by the Government to the Treasurer of the Association on a bi-weekly basis. Such dues shall be forwarded to the Association together with a list of the names of the physicians for whom deductions have been made.
- 14:04 In consideration of the premises, and of the Government making the compulsory deduction of Association dues or levies as herein provided, the Association agrees to, and does hereby indemnify and save the Government harmless from all claims, demands and proceedings of any action and from all costs which might arise or be taken against the Government by reason of the Government making the compulsory check-off of Association dues and levies provided for in this paragraph.
- 14:05 The Association shall notify the Government in writing of any changes in the amount of dues and levies at least two (2) months in advance of the end of the pay period in which the deductions are to be made.
- 14:06 The Association shall provide the Government with a list of officers and representatives of the Association and shall provide the Government with a revised list from time to time as occasion may require.
- 14:07 The amount of the dues or levies shall be certified to the Government over the signature of a responsible officer of the Association.

#### **ARTICLE 15 - ASSOCIATION BUSINESS**

- 15:01 Any grievor and his Association 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 be allowed time off with pay to attend meetings with Government or its authorized designees, relating to processing of a grievance or grievances, in which the grievor or representative is involved, including arbitration hearings to which they are a party. Any physician subpoenaed as a witness to an arbitration shall be allowed time off with pay to attend such arbitration hearing.



- 15:02 The Government shall grant to a maximum of four (4) employee representatives serving on the Negotiation Committee of the Association time off with pay while meeting with representatives of the Government to negotiate a revised or new collective agreement. Such representatives shall not incur any loss of any benefits accrued to them under the terms of this collective agreement for such meetings.
- 15:03 A physician requiring time off to attend arbitration hearings or negotiation meetings on the physician's normal work day shall give notice to the Director in advance of the time the physician is required to be off for such purpose or purposes.

#### **ARTICLE 16 - RELIEF DUTIES**

- 16:01 A physician who is appointed to a senior position for a period of more than ten (10) consecutive working days shall be paid a salary equivalent to the bottom of the scale for the position for which he is relieving or the next increment level above the physician's own prevailing salary. This increased rate shall be paid retroactive to the first day of the assumption of the senior position.
- 16:02 Should a physician's increment date be reached during the course of the temporary employment referred to in Section :01 above, such physician shall be credited with said increment on the physician's increment date and the Government shall thereafter pay not less than the higher increment level referred to in Section :01 as long as the temporary employment continues.

#### **ARTICLE 17 - PART-TIME PHYSICIANS**

- 17:01 **DEFINITION:** A part-time physician is one who is not employed full-time but who works on a regular schedule week by week, irrespective of the number of hours worked in each week.
- 17:02 Any part-time physician who works more than one day per week (7-1/4 hours) but less than full-time shall be paid pro rata salary and pro rata benefits as set out under the terms of this Agreement.
- 17:03 Any part-time physician who works one (1) day or less per week shall be paid sessional fees at a minimum of thirty dollars (\$30.00) per hour for less than a half day session; eighty-five dollars (\$85.00) per half day of work and one hundred and fifty dollars (\$150.00) per full day of work, and shall not be entitled to any other benefits under this Agreement.
- 17:04 Any part-time physician who presently works under contract with the government or any part-time physician who in the future enters (in accordance with Article 31 - "Employment of Physicians") into a contract with the Government shall be governed by the terms of the said contract and shall not be entitled to any of the benefits of this Agreement except as may be specified in the said contract.

17:05 It is understood and agreed between the Association and the Government that any issue that may be raised as to the status of part-time physicians under contract shall be submitted to the Manitoba Labour Board for determination pursuant to Section 142(5) of The Labour Relations Act.

#### **ARTICLE 18 - COMPASSIONATE OR BEREAVEMENT LEAVE**

18:01 Compassionate or Bereavement Leave with pay in the amount of three (3) working days shall be granted to a physician in the event of the death of a parent, spouse, child, sibling, or a person permanently residing in the physician's household or with whom the physician permanently resides.

18:02 Compassionate or Bereavement Leave with pay of one (1) day shall be granted in the event of the death of an immediate relative not included in Section :01, including, without limiting the generality of the foregoing, parent-in-law, grandparent, grandchild, uncle or aunt, and such Compassionate or Bereavement Leave, at the discretion of the employing authority, may be extended up to three (3) working days with pay.

18:03 Compassionate or Bereavement Leave may be granted to a physician in respect of the death of any person not mentioned in Section :01 or :02 above at the discretion of the employing authority.

18:04 The extension of the Compassionate or Bereavement Leave provided for under Sections :01 and :02 above up to a maximum of five (5) working days with pay may be granted by the employing authority where distant travel is required by the physician involved and such extension shall not be unreasonably withheld.

18:05 For other purposes, such as dangerous illness in the immediate family, a physician shall be entitled to leave with pay up to a maximum of five (5) days to be granted on the recommendation of the employing authority and charged against the employee's sick leave credits.

18:06 For purposes of the administration of Section :05 and Article 6 - Sick Leave, the parties hereto agree as follows:

- (a) any leave which may be granted to a physician under Section :05 shall be deducted from the physician's sick leave credits in the following sequence:
  - I.) sick leave credits accumulated in previous years;
  - II.) subject to paragraph (2), sick leave credits accumulated in the current year.
- (b) a physician's sick leave accumulation shall not be reduced to less than twelve (12) days per year as a result of the application of Section :05.

## ARTICLE 19 - VACATION

- 19:01 For the purposes of this Agreement, a vacation year is the period beginning on the first day of April and ending on the thirty-first day of March the following year.
- 19:02 A physician who has completed less than one (1) year's continuous employment as of April 1st, in any year, shall be granted a vacation with pay pro-rated for the complete months worked. Such physician may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 19:03 Physicians shall earn vacation leave credits during each vacation year on the following basis:
- (a) Physicians who have completed less than two (2) calendar years of service shall earn vacation credits at the rate of a maximum of fifteen (15) credits for 1885 hours of accumulated service to be taken in the vacation year following the vacation year in which the vacation is earned;
  - (b) Commencing from the beginning of the vacation year in which two (2) calendar years of service shall be completed physicians shall earn vacation credits at the rate of a maximum of twenty (20) credits for 1885 hours of accumulated service to be taken in the vacation year in which three (3) calendar years of service are completed and yearly thereafter;
  - (c) Commencing from the beginning of the vacation year in which nine (9) calendar years of service shall be completed physicians shall earn vacation credits at the rate of a maximum of twenty-five (25) credits for 1,885 hours of accumulated service to be taken in the vacation year in which ten (10) calendar years of service are completed and yearly thereafter;
  - (d) Commencing from the beginning of the vacation year in which nineteen (19) calendar years of service shall be completed physicians shall earn vacation credits at the rate of a maximum of thirty (30) credits for 1,885 hours of accumulated service to be taken in the vacation year in which twenty (20) calendar years of service are completed and yearly thereafter.
  - (e) Under no circumstance can a physician earn more than the maximum vacation credits in any vacation year (i.e. 15, 20, 25 or 30 vacation credits per vacation year).
- 19:04 (a) All requests for earned vacation leave shall be submitted for scheduling and approval by the employing authority. If the physician is subsequently unable to take his earned vacation at the approved scheduled time because of a specific request in writing from the Medical Director or Chief Medical Officer, Public Health, then every effort shall be made by the physician and the Medical Director or Chief Medical Officer, Public Health, to reschedule the vacation prior to the end of the vacation year. If the physician and the Director are unable to reschedule the vacation prior to the end of the vacation year, then the physician may elect to carry over his or her earned vacation entitlement to the next vacation year or, at the physician's option, receive payment in lieu of such vacation entitlement. Under no circumstances may a physician elect to carry more than one year's earned vacation entitlement into the next vacation year.

- (b) Subject to the requirements of the service, vacation leave scheduling for physicians covered by this Agreement shall be rotated regardless of seniority of service.
- 19:05 (a) A physician shall accumulate vacation credits from the date of commencement of employment.
- (b) Subject to Sections :04(a) and :04(b) vacation leave shall be taken in the year in which it is earned. However, with the approval of the employing authority vacation that has been earned in a vacation year may be taken in that vacation year.
  - (c) Under no circumstance shall vacation leave be taken in advance of when it was earned.
- 19:06 Where a physician dies or leaves the service, he or his estate shall receive pay at the physician's then current rate of pay for the accumulated, unused vacation leave. The current rate of pay shall include the amounts specified in Articles 32:01, 32:03, 32:04 and 32:05.

#### **ARTICLE 20 - LEAVE OF ABSENCE**

- 20:01 A physician shall be required to submit a written request for any leave of absence referred to in this Agreement unless otherwise herein stipulated. These requests shall specify the reason for the leave and shall be considered on an individual basis, and may be allowed at the discretion of the employing authority. Unless otherwise indicated in the Agreement, except in emergencies, such requests must be made at least four (4) weeks in advance.
- 20:02 Physicians granted leave of absence with pay shall retain their seniority and benefits and shall continue to accrue the same during the said leave of absence.
- 20:03 Physicians granted leave of absence without pay shall retain their seniority and benefits but further seniority and benefits shall not accrue during the said leave of absence.

#### **ARTICLE 21 - NEW CLASSIFICATIONS**

- 21:01 The Government and the Association agree that if a dispute should arise between them as to whether or not any physician is a member of the bargaining unit by reason of the definition of the word "employee" as it is used in The Labour Relations Act, then either of the parties hereto may submit the dispute to the Manitoba Labour Board for its ruling on such issue pursuant to Section 142(5) of the said Act.
- 21:02 If the Manitoba Labour Board rules that any such physician is an "employee" within the meaning of the said Act, then the Government agrees with the Association that it shall meet forthwith with representatives of the Association to negotiate the classification and the salary schedule of such classification for

inclusion in this Agreement, and if the Government and the Association are unable to reach agreement on such classification and salary schedule, or either of them, then only the following issues regarding the matter may be submitted by either party to arbitration for final settlement, namely:

- (a) The determination of an appropriate classification based on an assessment of the duties and responsibilities of the new or revised position established by the Government based on a comparison with the duties and responsibilities of existing position classifications;
- (b) The determination of the salary range of the new position which shall relate equitably to the salary ranges paid for existing position classifications based on a comparison of the relative value of the duties and responsibilities of the new or revised position.

- 21:03 (a) Where the Government wishes to establish a new classification not contained within the Agreement, the Government shall submit to the Association written notice of the proposed new classification together with a description of the duties of such classification and the proposed wage rate. The Government and the Association shall meet for the purpose of discussing the duties and negotiating the rate of pay for such classification.
- (b) Any concerns on duties may, within fifteen (15) days of notice being given in Section :03(a) hereof, be submitted in writing by a physician to the Joint Committee established under Article 29 of this Agreement. If the Joint Committee fails to resolve the concerns within forty-five (45) days of notice being given under Section :03(a) hereof, the determination of duties by the Government shall prevail.
- (c) If the parties are unable to reach agreement on a salary schedule for such classification within forty-five (45) days of the Government submitting the new proposed classification to the Association, then such dispute on the salary schedule may be submitted by either party to an Arbitration Board established under Article 24 of this Agreement. The decision of the Arbitration Board shall be final and binding on all parties. Until such time as the parties agree or an Arbitration Board decides the issue, no physician shall work in the new classification proposed by the Government.

## **ARTICLE 22 - MEDICAL FITNESS**

22:01 A physical examination by a duly qualified medical practitioner designated by or acceptable to the employing authority may be required prior to initial appointment to any position covered by this Agreement.

22:02 The employing authority may require a physician to have a physical examination or a psychiatric examination or both. The physical examination must be performed by a duly qualified medical practitioner and the psychiatric examination must be performed by a duly qualified specialist in psychiatry. Such examining physicians shall be designated by or acceptable to the employing authority.

- 22:03 A physician who has been examined pursuant to Section :01 or :02 hereof shall, if the physician requests same in writing, receive within twenty (20) days following the date of the examination a copy of the written opinion that was submitted to the employing authority.
- 22:04 If a physician questions the accuracy and/or disagrees with the written opinion, the physician may request that a second medical opinion be obtained and such request shall be granted by the Government. The second examination shall be conducted by a duly qualified medical practitioner or psychiatric specialist, as the case may be, as selected by the College of Physicians and Surgeons of Manitoba. The physician being examined shall receive a copy of the second opinion within twenty (20) days following the date of the examination.
- 22:05 Unless the physician otherwise agrees, the medical opinion shall be submitted only to the party requesting the opinion and such opinion shall remain confidential.
- 22:06 A duly qualified medical practitioner giving a physical examination or a duly qualified specialist in psychiatry giving a psychiatric examination shall complete the forms required by the regulations.
- 22:07 The cost of the physical or psychiatric examination or examinations or reports given or made pursuant to Section :01 or :02 hereof shall be borne in their entirety by the Government and those given or made pursuant to Section :04 hereof shall be borne by the physician.

## **ARTICLE 23 - PERSONAL EFFECTS**

- 23:01 Where a physician who is covered by this Agreement and who, during the course of the physician's employment, because of the action of an inmate, patient, visitor or member of the public, suffers damage to, or loss of, eye-glasses, false teeth, a watch or other personal effects and/or professional instruments usually carried with or worn by the physician in the performance of the physician's duties, including clothing, the department in which the physician is employed shall reimburse the physician at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident and proof of purchase is submitted. In other cases, reimbursement shall be at seventy-five percent (75%) of the replacement cost.
- 23:02 All incidents of loss of, or damage to, personal effects as mentioned in Section :01 hereof shall be reported in writing by the physician whose personal effects are lost or damaged, or by someone else on the physician's behalf, to the administrator within two (2) normal working days of the incident or the discovery thereof.

23:03 Each incident respecting loss of, or damage to, personal effects as mentioned in Section :01 hereof shall be assessed separately and the administrator shall recommend the amount of compensation that should, in his opinion, be paid in respect of each incident.

## **ARTICLE 24 - GRIEVANCE PROCEDURE**

24:01 **PURPOSE:** The purpose of this Article is to establish procedures for discussing, processing, and settling of grievances as defined in this Article.

24:02 **DEFINITION:** The word "grievance" used throughout this Article shall mean a complaint involving wages, hours of work, terms or conditions of employment, or any other working conditions of a physician, and shall include, without restricting the generality of the foregoing any difference between the parties with regard to meaning, application or alleged violation of this Agreement, or any part thereof. It is understood and agreed by both parties hereto that any alleged violation of the express terms of the Agreement or any dispute as to the meaning or application of the express terms of the Agreement may be arbitrable and the Arbitration Board shall have the power to decide whether any such issue is arbitrable or not but the Arbitration Board shall not have the power to alter, amend or modify the express terms of this Agreement.

24:03 **PROCEDURE:** Any physician who believes he or she has a grievance or that he or she has been unjustly treated and alleges a violation or misinterpretation or misapplication of an Article under The Civil Service Act or this Agreement or a violation or misapplication of an approved policy respecting conditions of employment, shall submit the grievance in writing and the grievance shall be dealt with as follows:

(a) **Step 1**

Within fifteen (15) working days from the time of the alleged grievance the physician, Association representative, or both, shall discuss the matter with the physician's immediate supervisor with a view to resolving the issue. The supervisor shall issue a decision at this level in writing and shall forward such decision to the physician and the Association within five (5) working days.

(b) **Step 2**

If no settlement is reached within the time limit specified in Step 1, the physician, Association representative, or both, shall, within five (5) working days of receipt of the decision in Step 1, or if no decision is received within the time limit specified, arrange a meeting with the appropriate Medical Director, Chief Medical Consultant or the Assistant Deputy Minister. Such meeting shall be within five (5) working days. The decision at this level shall be made in writing and forwarded to the

physician and the Association within ten (10) working days of the meeting.

(c) **Step 3**

If no settlement is reached within the time limit specified in Step 2, the grievance may be submitted in writing to the Deputy Minister or his designate within ten (10) working days of receipt of the decision in Step 2 or, if no decision is received, upon the termination of the specified time limit. The Deputy Minister or his designate shall issue his decision in writing to the physician and the Association within fifteen (15) working days following receipt of the grievance.

24:04 **ARBITRATION:** Failing satisfactory settlement of a grievance pursuant to the procedure outlined above, then the controversy may at any time within ten (10) working days thereafter be referred by either party to a Board of Arbitration to be composed of one (1) nominee appointed by the Government and one (1) by the Association, such appointments to be made within ten (10) calendar days of such referral. The two (2) nominees so appointed shall, within fourteen (14) calendar days of the nomination of the last of them select a third member who shall be the Chairman. If one of the parties fails or neglects to appoint a nominee within the time limits above set forth, then the other party may apply to the Chief Justice of the Province of Manitoba, or in his absence the Chief Justice of the Court of Queen's Bench, to appoint such nominee. A decision of the majority of the Board of Arbitration shall be final and binding on both parties hereto.

- (a) Should the two appointed arbitrators fail to agree upon a Chairman within the time limit herein provided, then the two (2) arbitrators shall forthwith apply to the Chief Justice of the Province of Manitoba, or in his absence the Chief Justice of the Court of Queen's Bench, to select a Chairman.
- (b) Each party shall be responsible for the costs and expenses of its appointee, and the costs and expenses of the Chairman of the Arbitration Board shall be shared equally between the Government and the Association.
- (c) In the case of a grievance involving an alleged unjust lay-off, suspension or discharge, the Arbitration Board may reinstate the physician with full compensation for time lost on the basis of the regular hours of work or may make such other award as may be deemed just and equitable.
- (d) If the decision of the Arbitration Board is to reinstate any physician, the Arbitration Board shall deduct any wages earned through other employment since the lay-off, suspension or discharge in question, from the award, if any.

24:05 **POLICY GRIEVANCES:** In addition to the foregoing, the Association may process a grievance of a general nature (called a "policy grievance") with respect to any matter of dispute which affects any physician employed by the Government and represented by the Association, and any such policy grievance may be instituted at Step 2 of the grievance procedure hereinbefore set forth.



24:06 **TIME LIMITS:** The time limits as stated herein may be extended by mutual agreement in writing of the employing authority and the Association.

#### **ARTICLE 25 - RESIGNATION**

25:01 Any physician who is voluntarily terminating employment with the Government shall give a written Notice of Termination to the Government at least four (4) weeks before the date on which the physician's termination is to be effective and the Civil Service Commission may authorize the employing authority, in lieu of retaining the physician in employment for the four (4) week period after Notice of Termination, to pay the physician an amount equal to the amount of wages or salary that the physician would have earned had the physician worked during the course of the four (4) week period.

#### **ARTICLE 26 - HOURS OF WORK**

26:01 It is understood and agreed that except as hereinafter expressly provided, the work week shall be thirty-six and one-quarter (36-1/4) hours.

26:02 It is understood and agreed that the work day or normal shift of work shall consist of seven and one-quarter (7-1/4) hours.

#### **ARTICLE 27 - OVERTIME**

27:01 Overtime shall be authorized in such manner and by persons in such positions as the Government may designate, and the Association shall be notified in writing by the Government from time to time of the positions designated by the Government as having authority to authorize overtime and time off in lieu of payment therefore. The notification to the Association shall be in writing and shall be within thirty (30) days of the ratification of this Agreement. The Association shall be notified in writing of any subsequent changes within thirty (30) days of such change.

27:02 Overtime shall be deemed to mean time required of the physician to be spent on any "special assignment" as designated by the authorized person as hereinbefore set forth, and it is understood and agreed that "special assignment" does not include regular recurring work other than work due to special circumstances required to be done outside of the normal hours of the physician's work.

27:03 In lieu of payment for authorized overtime a physician shall receive time off work equivalent to the time spent in providing overtime services as hereinbefore set forth.

27:04 When overtime has been authorized in accordance with Sections :01 and :02 above a physician shall be credited with a minimum of one (1) hour's overtime

when the physician is called out or scheduled to work overtime provided that the period of overtime worked by the physician is not contiguous to his scheduled working hours.

## **ARTICLE 28 - CONTINUING MEDICAL EDUCATION**

- 28:01 The Government and the Association mutually recognize the desirability of having all physicians covered by this agreement able to maintain a high level of knowledge of developments and advances in their particular field of medicine and as a consequence thereof the Government agrees to budget such amount in each year as may be practicable. The Minister shall consider the guidelines recommended by the particular Medical Director involved and is prepared to receive recommendations from the Association or from any physician in this regard to enable continuing medical education of the physicians employed whether by leave of absence, attendance at training programs and seminars or medical conventions.
- 28:02 The physician shall be entitled to up to eight (8) working days leave of absence with pay per fiscal year for the purpose of attending seminars or courses.
- 28:03 The physician shall be entitled to attend seminars or courses provided no more than twenty percent (20%) of the normal staffing requirement of the institution in question is absent during the relevant period.
- 28:04 For physicians not employed within an institution, the department shall grant the leave requested provided operational requirements permit.
- 28:05 The Association shall be responsible to resolve any disputes as to which physician(s) can take leave when the requests for leave would involve more than twenty percent (20%) of the normal staffing requirement of the institution in question being absent for any reason during the relevant period.
- 28:06 The seminars or courses must fall within the field of practice of the physician.
- 28:07 A physician shall not be entitled to bank any of the eight (8) working days leave of absence not used in a particular fiscal year.
- 28:08 Reimbursement of the whole or part of the cost for any such courses or seminars is to be in the sole discretion of the Government.
- 28:09 A physician should endeavour to give as much notice as possible of his desire and intention to attend a particular course or seminar. A minimum of one (1) week's notice shall be required. Where a physician wishes to request that the Government consider payment of the whole or part of the cost for any such courses or seminars, a minimum of four (4) week's notice shall be required.

**ARTICLE 29 - JOINT COMMITTEE**

- 29:01 The Government and the Association shall forthwith establish a Joint Committee which shall consist of six (6) members, with three (3) being selected by each party. The Joint Committee shall discuss matters of concern to either party, and without limiting the generality of the foregoing, deal specifically with proposals to be made by the Association in reference to pension plans, superannuation and plans of insurance covering physicians within the bargaining unit dealt with by this Agreement, and with other methods of determining classifications of physicians and pay scales to be applied in respect thereto and any other matter which may be raised by either party to this Agreement. A physician serving on the Joint Committee shall suffer no reduction of pay.
- 29:02 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 Section :01 hereof.

**ARTICLE 30 - STAND-BY OR ON-CALL DUTY**

- 30:01 Any physician required to be on stand-by or on-call, shall be paid for each twenty-four (24) hour period of stand-by or on-call duty as follows:

	<u>April 1, 2005</u>	<u>April 1, 2006</u>	<u>April 1, 2007</u>
City of Winnipeg	\$200.00	\$250.00	\$300.00
City Of Brandon	\$205.00	\$256.25	\$307.50
South of the 53 <sup>rd</sup> parallel	\$210.00	\$262.50	\$315.00
North of the 53 <sup>rd</sup> parallel	\$220.00	\$275.00	\$330.00

- 30:02 Any physician required to be on stand-by or on-call as set forth above for a lesser period of time than set out in Section 30:01 shall be paid on a pro rata basis.

**ARTICLE 31 - RECRUITMENT AND APPOINTMENT**

- 31:01 Subject to Section 14 of the Civil Service Act, vacant or new positions in the bargaining unit shall be filled in accordance with the following:
- (a) whenever possible and in the public interest, by promotion within the civil service;
  - (b) when in the public interest, by recruiting from without the civil service.
- 31:02 Notwithstanding Section :01, first consideration for filling vacancies or new positions shall be given to physicians on the re-employment list.
- 31:03 Where a vacant or new position is to be filled through competition, a bulletin shall be posted for a minimum of ten (10) calendar days.

- 31:04 The bulletin shall state the closing date for applications, the location of the position, the classification, the duties and responsibilities of the position, the qualifications required and the salary range. The Association shall be provided with a copy of all bulletins as they are issued.
- 31:05 The selection of physicians for vacant or new positions shall be on the basis of qualifications, ability, prior work performance and seniority. Where the above factors are relatively equal, seniority shall be the determining factor.
- 31:06 Where a physician is moved from one (1) department to another, or within a department, the Commission shall inform the departments or the department concerned of the move. The department from which the physician is moved, or within which the physician is moved, shall release the physician from the position within thirty (30) days of being so informed, or within one (1) week of obtaining a replacement for the physician, whichever is the earlier.
- 31:07 A physician who is notified that he or she is an unsuccessful applicant for a vacant position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to the Commission. Such a request shall be made within ten (10) days of receipt of the notification that the physician was an unsuccessful applicant.
- 31:08 A regular physician may apply for and be appointed to a term position as a regular physician provided that the department has developed an employment plan which shall return the physician to the physician's regular position or an acceptable alternate position.

## **ARTICLE 32 - SALARIES**

- 32:01 Salaries payable to the subject physician shall be as shown in Schedule "A" which is attached hereto and which forms part of this Agreement.
- 32:02 (a) Physicians are eligible for annual merit increments within the pay range for physician's classification. An increment may be granted in recognition of satisfactory service on the physician's anniversary date which is the first of the following dates that falls on or after the date the physician is employed:
- (i) the first day of January bi-weekly pay period;
  - (ii) the first day of April bi-weekly pay period;
  - (iii) the first day of July bi-weekly pay period;
  - (iv) the first day of October bi-weekly pay period.
- (b) Should a physician not be granted an increment as mentioned in Section :02(a) hereof, the employing authority shall advise the physician in writing why the increment was not granted.
- (c) Should the physician not be granted an increment in recognition of satisfactory service as mentioned in Section :02(a) hereof, the physician shall have the right to resort to the grievance procedure.

- (d) When an increment is not granted to a physician as mentioned in Section :02(a) hereof, the increment may be granted to the physician on the first day of the next or any subsequent quarter of the year following the date when the reason for not granting the increment ceases to exist.
- (e) Where a physician is not granted an increment in Section :02(a) hereof, the physician may be eligible for an increment on any subsequent anniversary date notwithstanding that the physician was granted an increment under Section :02(d) hereof.

32:03 Any physician falling within the classification of Medical Officer 3 who has a certification or fellowship recognized by the Royal College of Physicians and Surgeons of Canada and/or is recognized as a specialist by the College of Physicians and Surgeons of Manitoba shall be paid an additional salary as set out in Schedule "B" hereto which salary shall be in addition to the salary as set out in Schedule "A" hereto.

32:04 It is understood and agreed that any physician who has earned specialist qualifications to diploma level and who possesses such a diploma in Psychiatry, Public Health, Laboratory Medicine or Radiology qualifying the physician to work in that specialty in the area in which he is employed shall be paid an additional salary as set out in Schedule "B" hereto which salary shall be in addition to the salary as set out in Schedule "A" hereto.

32:05 It is understood and agreed, that any physician who provides evidence from the Royal College of Physicians and Surgeons of Canada that the physician possesses the qualifications, training and experience which make the physician eligible to sit the certification examinations of the Royal College of Physicians and Surgeons of Canada, shall at a minimum be classified as Medical Officer 3 in the area of Psychiatry, Public Health, Laboratory Medicine, or Radiology dependent upon the speciality in which the physician is employed shall be paid an additional salary as set out in Schedule "B" hereto which salary shall be in addition to the salary as set out in Schedule "A" hereto.

32:06 All payments for diploma, eligibility and certification are non-cumulative.

32:07 When a physician is promoted to another position, the physician shall be paid at a rate of pay set out for that position in Schedule "A" that is one increment more than the rate of pay the physician was being paid in the physician's former position.

32:08 The official rate of pay, for information purposes only is the bi-weekly rate of pay as provided in the Salary Schedule.

### **ARTICLE 33 - SEVERANCE PAY**

- 33:01 Physicians with nine (9) or more years of accumulated service whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be entitled to be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. Example: 10 years, 8 months of accumulated service equals 10.67 years of accumulated service for purposes of calculation. The rate of pay referred to in this Article shall be the last rate of pay in effect for the physician at the time of retirement or death and shall include those amounts specified in Articles 32:01, 32:03, 32:04 and 32:05.
- 33:02 Where a physician in his ninth (9<sup>th</sup>) year of accumulated service fails to complete nine (9) years' accumulated service as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, the physician shall be paid or his estate shall be paid in the event of his death severance pay on the basis of nine (9) weeks' pay multiplied by the portion of one year of accumulated service which the employee has acquired in the employee's ninth (9<sup>th</sup>) year of accumulated service.
- 33:03 Physicians with three (3) or more years of accumulated service whose services are terminated as a result of permanent lay-off shall be paid severance pay in the amount of one (1) week's pay for each complete year of accumulated service or portion thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.
- 33:04 Where a physician in his third (3<sup>rd</sup>) year of accumulated service fails to complete three (3) years accumulated service as a result of permanent lay-off, the physician shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the portion of one (1) year of accumulated service which the physician has acquired in the physician's third (3<sup>rd</sup>) year of accumulated service.
- 33:05 The payment under Section :01 hereof shall not be subject to superannuation deductions.
- 33:06 A physician who accepts a position with a District Health Board established pursuant to The District Health and Social Services Act with no loss in existing benefits shall not be eligible for severance pay.

### **ARTICLE 34 - REMOTENESS ALLOWANCE**

- 34:01 The Government shall provide remoteness allowances to physicians in accordance with the current agreement between the M.G.E.U. and the Government and any revisions subsequently negotiated between the M.G.E.U. and the Government.

**ARTICLE 35 - TRANSPORTATION AND ALLOWANCES**

35:01 The Government shall provide travelling and related expenses to physicians in accordance with the current agreement between the M.G.E.U. and the Government and any revisions subsequently negotiated between the M.G.E.U. and the Government.

**ARTICLE 36 - PHYSICIAN PERFORMANCE REVIEW AND PHYSICIAN FILES**

36:01 When a formal assessment of a physician's performance is made, the physician concerned shall be given an opportunity to sign the assessment form in question upon its completion for the sole purpose of indicating that its contents have been read. The physician shall have the right to place his own comments in a space provided on the form or as an attachment to which reference is made on the form prior to his signing. Immediately upon the physician signing the assessment form, the physician shall be provided with a true copy if requested for the physician's own record.

36:02 The Government agrees not to introduce as evidence in a hearing any document from the file of a physician, the content of which the physician was not aware at the time of filing or within a reasonable period thereafter.

36:03 When an unsatisfactory report is to be placed on a physician's file, the physician concerned shall be given an opportunity to sign the report in question for the sole purpose of indicating that its contents have been read. The physician shall have the right to place the physician's own comments in a space provided in the form as an attachment to which reference is made on the form prior to the physician's signing. Immediately upon signing the report, the physician shall be provided with a true copy for the physician's own record, if requested.

36:04 Any notice of disciplinary action which may have been placed on the personal file of a physician shall be removed from the file and destroyed after eighteen (18) months has elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

36:05 Upon written request to the Deputy Minister concerned or his designate, a physician shall have the right to examine, along with a representative of the physician's choice, the file referred to in Section :06 hereof and upon request shall receive a true copy of any document in the said file.

36:06 The Government agrees that there shall be a complete file kept or used by the Government for each physician.

### **ARTICLE 37 - GENERAL**

37:01 Where operational requirements permit, a physician shall be given forty-five (45) days notice of a major revision to existing duties within the physician's existing classification.

### **ARTICLE 38 - CHANGE OF WORK HEADQUARTERS**

38:01 Where, as a result of a reorganization of a Department or part of a Department a physician's work headquarters is moved from one city or town to another city or town requiring a change of residence by the physician, the physician shall be given notice of the move ninety (90) days in advance of the date upon which the move of the physician is to be effected. Such notice shall be provided in writing to the physician by the employing authority.

38:02 Where a physician has accepted relocation involving a change in residence by the physician, the physician shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".

38:03 Where such notice has been given to a physician and the physician is unable to relocate, every reasonable effort shall be made to place the physician in another suitable position within the Civil Service.

38:04 Where a physician with more than six (6) years of continuous service is unable to relocate, he shall be subject to lay-off. If the physician has not been offered another suitable position within one year from the date of lay-off he shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 33 - Severance Pay.

38:05 For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the physician is reasonably qualified for and able to perform and which position is in a location that would not require a change of residence by the physician.

### **ARTICLE 39 - DENTAL PLAN**

39:01 The parties agree to the continuation of the Dental Plan. The contents of the plan shall be consistent with the provisions of the plan which has been negotiated by the Manitoba Government And General Employees' Union and the Government of Manitoba.



**ARTICLE 40 - LONG TERM DISABILITY PLAN (L.T.D.)**

40:01 The current Long Term Disability Plan as is applicable to the Manitoba Government Employees' Union - Government Employees' Master Agreement shall be maintained for government employed physicians subject to a maximum cost of one percent (1%) of payroll funded by the Government.

**ARTICLE 41 - VISION CARE PLAN**

41:01 The parties agree to the continuation of the Vision Care Plan. The contents of the plan shall be consistent with the provisions of the plan which has been negotiated by the Manitoba Government And General Employees' Union and the Government of Manitoba.

**ARTICLE 42 - PRESCRIPTION DRUG PLAN**

42:01 The parties agree to the continuation of the Prescription Drug Plan. The contents of the plan shall be consistent with the provisions of the plan which has been negotiated by the Manitoba Government And General Employees' Union and the Government of Manitoba.

**ARTICLE 43 - AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN**

43:01 The parties agree to the continuation of the Ambulance and Hospital Semi-Private Plan. The contents of the plan shall be consistent with the provisions of the plan which has been negotiated by the Manitoba Government And General Employees' Union and the Government of Manitoba.

**ARTICLE 44 - CANADIAN MEDICAL PROTECTIVE ASSOCIATION (CMPA) COVERAGE**

44:01 Physicians shall be eligible for Canadian Medical Protective Association (CMPA) reimbursement in accordance with the Master Agreement dated June 27, 2005 between the MMA and the Province of Manitoba.

**ARTICLE 45 - LAY-OFF**

45:01 Subject to consideration of respective merits, abilities, and records of performance of the physicians concerned, in determining the order of laying off physicians, consideration shall be given to classification and service seniority of the physicians in the classification from which physicians are being laid off.

- 45:02 An employing authority laying off a regular physician shall give the physician four weeks' written notice, or in the absence of such notice to the physician, payment in place of notice, but where a physician is being laid off at the end of a specific term of employment or after the completion of a specific job for which he or she was employed, no notice of lay-off is required.
- 45:03 A term physician who is laid off before the end of a term of employment or completion of a job for which he or she was employed shall be given the following notice:
- (a) where the physician has completed less than one year of continuous service, the physician shall be given two weeks' written notice before the lay-off date or payment in place of notice;
  - (b) where the physician has completed one or more years of continuous service, the physician shall be given four weeks' written notice before the lay-off date or payment in place of notice.
- 45:04 A term physician who has been employed in the same position for one or more years of continuous service and whose term expires or who is laid off before the end of a term of employment or completion of a job may be placed on an employment availability list by the department for one year, during which the physician is to be considered for re-employment to the position if it is to be refilled.
- 45:05 Where a physician alleges that his or her lay-off has not been in accordance with this Agreement, the grievance procedure set out in this agreement shall apply except that the grievance shall be initiated in the second step of the procedure.
- 45:06 Physicians who are laid off shall be placed on a re-employment or other list which shall be maintained by the Government for a period of 24 months from the effective date of the lay-off and shall be called back in the reverse order of lay-off for the classification from which the physician was laid off.

#### **ARTICLE 46 - TERM PHYSICIANS**

- 46:01 **“Term physician”** means a physician hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 46:02 Where the employment of a term physician terminates at the end of a specific term of employment, then:
- (a) the employing authority shall not be required to give any notice or payment in lieu thereof;
  - (b) the physician shall not be required to give any notice of resignation.

- 46:03 Where a term physician is laid off, then the following shall apply:
- (a) if the lay-off is at the end of a specific term of employment, no notice of lay-off is required;
  - (b) if the lay-off is prior to the end of a specific term of employment, a physician shall receive written notice prior to the lay-off or granted payment in lieu thereof based on the following:
    - I. four (4) weeks' notice to a physician with one (1) or more years of seniority; or
    - II. two (2) weeks' notice to a physician with less than one (1) year of full-time seniority.
- 46:04 Where a term physician is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the department shall convert the physician to regular civil service status.
- 46:05 A physician appointed to a term position shall be informed in writing as to the duration of the term. Where the term relates to the reasons set out in Section :07, the physician shall be so informed. Failure to comply with the foregoing shall not in itself negate the physician's status as a term physician.
- 46:06 Where the physician is not to be converted in accordance with Section :04, the physician shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the physician to discuss the matter. The physician has the option to have an Association representative present.
- 46:07 Section :06 does not apply:
- (a) where a term physician is replacing a physician who is absent for any reason; or
  - (b) to a term physician whose salary is cost shared under a Federal-Provincial cost sharing agreement which requires, as a condition of cost sharing, that physicians are not regular (permanent) physicians.

## **ARTICLE 47 – INTEREST AND RETROACTIVITY**

- 47:01 Unless otherwise agreed to in writing by the parties:
- (a) Where the parties have agreed upon any increase or revision of the wage rates within the Agreement, and which gives rise to retroactive pay, the Province shall pay to physicians interest on retroactive pay calculated from the effective date of such change to the date of actual payment, or

- (b) Where any such change as referred to in (a) above occurs as the result of an award or decision of a board of arbitration, the Province shall pay to physicians interest on the retroactive pay calculated from the date the interest arbitration agreement is entered into until the date of actual payment.

47:02 The rate of interest payable is:

- I. For the period January 1 to June 30 in each year, the prime lending rate of the Bank of Canada minus 2% as that rate stood on January 1 of that year, and
- II. For the period July 1 to December 31 in each year, the prime lending rate of the Bank of Canada minus 2% as that rate stood on July 1 of that year.

Compounded annually.

#### **ARTICLE 48 – RATIFICATION**

48:01 The MMA shall recommend acceptance of this Agreement to its members. This Agreement shall become final and binding upon written communication by the MMA of such acceptance to Manitoba.

**IN WITNESS WHEREOF** the parties have hereunto executed this Agreement the date above written.

**HER MAJESTY THE QUEEN IN THE  
RIGHT OF THE PROVINCE  
OF MANITOBA,**

**MANITOBA MEDICAL  
ASSOCIATION**

**Per.** Original signed by The Honourable Greg Selinger **Per.** Original signed by John Laplume  
Minister Responsible for John Laplume  
the Civil Service Act Chief Executive Officer

Per: Original signed by Gerry Irving  
Gerry Irving  
Assistant Deputy Minister of  
Labour Relations,  
Treasury Board

**MEMORANDUM OF AGREEMENT**

**SUBJECT: PRESCRIPTION DRUG PLAN**

- 1. The Government agrees to maintain a Prescription Drug Care Plan as follows:
  - (a) eligibility requirements for physicians and dependents shall be the same as the Dental Services Plan;
  - (b) co-insurance be based on 80% reimbursement;
  - (c) the maximum payment per contract (family) is five hundred dollars (\$500) per year.
  
- 2. Other terms and conditions of the Prescription Drug Care Plan shall be similar to those currently in effect for the drug coverage provisions of the existing physician-paid Extended Health Benefit (EHB) Plan.

*Original signed by John Laplume*  
 On behalf of the Government Employed  
 Doctors

*Original signed by Gerry Irving*  
 On behalf of the Government of  
 Manitoba

\_\_\_\_\_  
 Witness

*Original signed by Rick Stevenson*  
 Witness

June 27/05  
 Date

**SCHEDULE "A"**

<b>Effective Through</b>	<b>April 1, 2005 March 31, 2006</b>					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Medical Officer 1	\$106,708	\$109,828	\$113,006	\$116,164	\$119,361	\$122,481
MF1	\$4,090.45	\$4,210.08	\$4,331.88	\$4,452.95	\$4,575.48	\$4,695.10
	\$56.42	\$58.07	\$59.75	\$61.42	\$63.11	\$64.76
Medical Officer 2	\$119,361	\$122,481	\$125,526	\$128,533	\$131,541	\$134,396
MF2	\$4,575.48	\$4,695.10	\$4,811.83	\$4,927.10	\$5,042.38	\$5,151.85
	\$63.11	\$64.76	\$66.37	\$67.96	\$69.55	\$71.06
Medical Officer 3	\$129,990	\$132,997	\$135,928	\$138,954	\$141,905	\$144,836
MF3	\$4,982.93	\$5,098.20	\$5,210.58	\$5,326.58	\$5,439.68	\$5,552.05
	\$68.73	\$70.32	\$71.87	\$73.47	\$75.03	\$76.58
<b>Effective Through</b>	<b>April 1, 2006 March 31, 2007</b>					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Medical Officer 1	\$109,374	\$112,571	\$115,824	\$119,077	\$122,349	\$125,545
MF1	\$4,192.68	\$4,315.20	\$4,439.90	\$4,564.60	\$4,690.03	\$4,812.55
	\$57.83	\$59.52	\$61.24	\$62.96	\$64.69	\$66.38
Medical Officer 2	\$122,349	\$125,545	\$128,666	\$131,748	\$134,831	\$137,763
MF2	\$4,690.03	\$4,812.55	\$4,932.18	\$5,050.35	\$5,168.53	\$5,280.90
	\$64.69	\$66.38	\$68.03	\$69.66	\$71.29	\$72.84
Medical Officer 3	\$133,243	\$136,325	\$139,333	\$142,434	\$145,461	\$148,449
MF3	\$5,107.63	\$5,225.80	\$5,341.08	\$5,459.98	\$5,575.98	\$5,690.53
	\$70.45	\$72.08	\$73.67	\$75.31	\$76.91	\$78.49
<b>Effective Through</b>	<b>April 1, 2007 March 31, 2008</b>					
	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>
Medical Officer 1	\$112,117	\$115,389	\$118,718	\$122,046	\$125,413	\$128,685
MF1	\$4,297.80	\$4,423.23	\$4,550.83	\$4,678.43	\$4,807.48	\$4,932.90
	\$59.28	\$61.01	\$62.77	\$64.53	\$66.31	\$68.04
Medical Officer 2	\$125,413	\$128,685	\$131,881	\$135,039	\$138,198	\$141,205
MF2	\$4,807.48	\$4,932.90	\$5,055.43	\$5,176.50	\$5,297.58	\$5,412.85
	\$66.31	\$68.04	\$69.73	\$71.40	\$73.07	\$74.66
Medical Officer 3	\$136,571	\$139,730	\$142,813	\$145,990	\$149,092	\$152,156
MF3	\$5,235.23	\$5,356.30	\$5,474.48	\$5,596.28	\$5,715.18	\$5,832.63
	\$72.21	\$73.88	\$75.51	\$77.19	\$78.83	\$80.45

**SCHEDULE "B"****Additional Salary**

		<b>April 1, 2005</b>	<b>April 1, 2006</b>	<b>April 1, 2007</b>
Certification or Fellowship recognized by the Royal College of Physicians and Surgeons of Canada or Recognized as a Specialist by the College of Physicians of Manitoba	Additional Annual Salary	\$24,479	\$25,091	\$25,718
	Bi-weekly	\$938.36	\$961.82	\$985.87
Diploma in Psychiatry, Public Health, Laboratory Medicine or Radiology	Additional Annual Salary	\$1,166	\$1,195	\$1,225
	Bi-weekly	\$44.68	\$45.80	\$46.95
Eligible to sit the certification examinations of the Royal College of Physicians and Surgeons of Canada	Additional Annual Salary	\$2,564	\$2,629	\$2,694
	Bi-weekly	\$98.30	\$100.76	\$103.28