

# **COLLECTIVE AGREEMENT**

**BETWEEN:**

***CUPE*** / *Canadian Union  
of Public Employees*

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 2096**

**- AND -**

**BRANDON CLINIC MEDICAL CORPORATION**

***TERM OF AGREEMENT:***

**AUGUST 1, 2025 TO JULY 31, 2028**

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THIS AGREEMENT made this 10<sup>TH</sup> day of MARCH, 2026.

**BETWEEN:**

**BRANDON CLINIC MEDICAL CORPORATION**

Party of the First Part,  
(hereinafter called "the Clinic" or referred to as "the Employer"),

**AND**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096**

Party of the Second Part,  
(hereinafter called "the Union")

**ARTICLE 1 – PURPOSE**

101 It is the purpose of both parties to this agreement:

- (a) to maintain and improve harmonious relations and settle conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- (c) to encourage efficiency in operations;
- (d) to promote the morale, well-being, and security of all employees in the bargaining unit of the Union;
- (e) to have methods of bargaining in all matters pertaining to the working conditions of the employees drawn up in a collective agreement.

**ARTICLE 2 – EMPLOYER'S RIGHTS**

201 Subject to the provisions of this Agreement, the operation of the Clinic and direction of the staff covered by Certificate MLB #6162, including the right to hire, suspend, or discharge for cause, to assign to jobs, to classify, to promote, to transfer employees, to increase, decrease, or reorganize all staff, and to determine the services necessary, including the right to contract out present jobs and services for the most efficient operation of the Clinic, is clearly a function of management and is vested exclusively in

the Board of Directors. The Clinic agrees that it will not exercise any of the foregoing rights of this article in violation of the Agreement.

**202 In administering the collective agreement, the Clinic and the Union agree to act reasonably, fairly, in good faith and in a manner consistent with the terms of the collective agreement as a whole.**

**203 There shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee by reason of race, nationality, religion, colour, sex including pregnancy, age, marital status, physical handicap, ethnic or national origin, sexual orientation, ancestry, political beliefs, or for any other reason defined in the *Human Rights Code*, or by reason of membership or non-membership in the Union.**

### **ARTICLE 3 – DEFINITIONS**

301 An EMPLOYEE is a person covered by MLB Certificate #6162.

The EMPLOYER shall mean the Brandon Clinic Medical Corporation.

The UNION is the Canadian Union of Public Employees.

A FULL TIME EMPLOYEE is one who regularly and recurringly works 37½ hours per week.

A PART TIME EMPLOYEE is one who is not full time and works on a regular and recurring basis.

A TEMPORARY EMPLOYEE is one who works full time or part time and whose duration of employment is limited to a specific term.

A CASUAL EMPLOYEE is one who works on an irregular and unscheduled basis.

A SUMMER SEASONAL EMPLOYEE is a student who is employed during the months of May to September inclusive for vacation relief, building and grounds maintenance or special projects.

### **ARTICLE 4 – RECOGNITION AND NEGOTIATIONS**

401 The Clinic recognizes the “Canadian Union of Public Employees, Local 2096” as the sole collective bargaining agency of its employees classified and covered by this Agreement.

402 Union officials and committee members shall be entitled to leave their work during working hours in order to carry out their function for investigation and processing of grievances. Permission to leave work during working hours for such purpose shall first be obtained from the CEO of the Clinic or their designate.

403 The Union shall have the right to representation by the Canadian Union of Public Employees and/or legal counsel when dealing with matters concerning this Agreement. The Clinic shall have the right to representation by legal counsel when dealing with matters concerning this Agreement.

**404 Union Introduction Sessions**

**(a) Potential Employees**

**During the interview process, the Employer will advise potential employees that a collective agreement is in effect.**

**(b) The Employer will include in the letter of hire the name and contact information for the Union representative so the employee can arrange a meeting with the Union representative at an appropriate time.**

**(c) Notification of New Hires**

**The Union will be notified of the full name, job title/ classification and start date of all employees hired into the bargaining unit within a reasonable time.**

**ARTICLE 5 – SCOPE OF THE AGREEMENT**

501 This agreement is made to cover all employees as outlined by MLB Certificate No. 6162 issued by the Manitoba Labour Board and/or listed in Schedule “A” attached. This agreement shall not cover the head maintenance person, assistant department heads and those excluded by the Act, either in the laboratory or the medical sections of the Clinic.

**ARTICLE 6 – UNION SECURITY**

**601 Membership Dues**

The Clinic shall deduct from the earnings of each employee an amount equal to the regular monthly membership dues, as established by the Union.

602        Deductions

Deductions shall be made from every pay cheque and shall be forwarded to the Secretary-Treasurer of the Union not later than the 15<sup>th</sup> day of the following month, accompanied by a list of the names of employees from whose wages the deductions have been made.

603        Dues Receipts

At the same time the Income Tax (T4) slips are available, the Employer shall type on the amount of Union dues paid by each Union member in the previous year.

604        At the same time the Income Tax (T4) slips are available, the Employer shall provide each employee a breakdown of Insurance Premiums paid that previous year.

**ARTICLE 7 – CORRESPONDENCE**

701        All correspondence between the parties arising out of this agreement or incidental thereto shall pass to and from the Clinic's designated representative and the Union's designated representative. The Union shall be responsible for advising the Chief Executive Officer or the **Operations/HR Manager** who the Union's designated representative is.

**ARTICLE 8 – LABOUR-MANAGEMENT BARGAINING RELATIONS AND REPRESENTATION**

801        The Employer shall not bargain with, or enter into any agreement with, an employee or group of employees in the bargaining unit. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. The Union will provide the Employer with a list of authorized Union officers.

802        Union Officers Leave

**Where employees have been elected or appointed to represent the Union at Union conventions, conferences, seminars, leave of absence without pay and without loss of seniority or benefits shall be granted by the Clinic upon request, provided that such leave of absence does not interfere with the efficiency of the department affected. The Clinic will continue to pay the employee subject to**

**total recovery of payroll and related costs by the Clinic from the Union.**

## **ARTICLE 9 – GRIEVANCE PROCEDURES**

### 901 Definition

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement.

### 902 Time Limits

All grievances shall be submitted within twenty-one (21) working days of the incident. In the event of a grievance originating while an employee is on an approved leave of absence from work, such grievance must be lodged within twenty-one (21) days of return to work. **Timelines may be extended by mutual agreement between the parties.**

### 903 Course of Action

When a grievance occurs, it shall be dealt with as follows:

- (a) Step 1 – The aggrieved employee(s) shall first attempt to resolve the grievance by submitting the grievance in writing to their immediate supervisor. The supervisor shall render their decision to the grievor within five (5) working days after receipt of the grievance.
- (b) Step 2 – Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 1, the Union will submit to the Chief Executive Officer, or in their absence, the **Operations/HR Manager** of the Clinic a written statement of the particulars of the grievance and the redress sought. The Chief Executive Officer or **Operations/HR Manager** shall meet with the Union within five (5) days of receiving the grievance and tender their decision within ten (10) working days after receipt of such notice.
- (c) Step 3 – Failing settlement being reached in Step 2, within five (5) business days the Union will submit the written grievance to the Employer to be considered at the next regularly scheduled meeting of the Board of Directors and the Board of Directors shall render its decision within five (5) working days after the said meeting.

- (d) Step 4 – Failing a satisfactory settlement being reached in Step 3, the Union may refer the dispute to arbitration.

In cases of discharge, suspension or lay-off, Step 1 shall be by-passed.

904

Arbitration Provisions

- (a) When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of the Agreement.
- (b) Unless both parties agree to the selection of a sole arbitrator within seven (7) calendar days following the matter being referred to arbitration, each party shall in the next seven (7) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- (c) If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within fourteen (14) days, the appointment shall be made by the Manitoba Labour Board upon the request of either party.
- (d) The decision of the Arbitration Board shall be final and binding on both parties, but in no event shall the Board of Arbitration alter, modify or amend this Agreement in any respect.
- (e) No person shall be selected as a member to the Arbitration Board who:
  - (i) is acting or has in a period one (1) year prior to the date on which notice of desire to submit the matter to arbitration is given, acted as a solicitor, counsel, or agent of any of the parties to the arbitration;
  - (ii) has a pecuniary interest in the matters referred to this Arbitration Board, other than being a taxpayer.
- (f) Expenses of the Arbitration Board

Each party shall pay:

  - (i) the fees and expenses of the arbitrator it appoints;
  - (ii) one-half (½) the fees and expenses of the Chairperson or sole arbitrator.

- (g) Nothing herein shall prohibit the parties from agreeing on a single arbitrator. If the parties so agree, the provisions of this article relating to an Arbitration Board shall apply to the single arbitrator.

## **ARTICLE 10 – SENIORITY**

- 1001 Seniority is defined as the total number of regular hours worked in the bargaining unit. Seniority shall operate on a bargaining unit wide basis.
- 1002 The Employer shall maintain separate seniority lists; one for Full Time/Part Time and one for Temporary/Casual/Summer Seasonal showing the date upon which each employee's service commenced and the total number of regular hours worked in the bargaining unit. Up to date seniority lists shall be sent to the Union and posted **twice per year**.
- 1003 Probation of Newly-Hired Employees
- Every employee shall be placed on probation for a period of three (3) months of service beginning from the date upon which employment commenced. By mutual consent of the Union and the Employer, the probationary period may be extended.
- Probationary employees shall be entitled to all rights and privileges of this agreement except that they shall not have any rights or recourse through the grievance procedure for termination.
- 1004 Seniority will terminate and all rights will be lost if an employee:
- (a) resigns in writing;
  - (b) is discharged for just cause and not reinstated;
  - (c) is laid off for more than eighteen (18) months;
  - (d) fails to report for work within ten (10) days of scheduled return from a leave of absence or suspension, without an explanation satisfactory to the Employer;
  - (e) is promoted or transferred out of the bargaining unit and has completed the trial period;
  - (f) is on Workers' Compensation benefits or equivalent in excess of twenty-four (24) months and has been awarded permanent Workers' Compensation disability benefits;

- (g) is on Long Term Disability in excess of twenty-four (24) months and has been awarded permanent long-term disability benefits.

1005 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave as defined in Article 16;
- (c) is on any period of paid vacation;
- (d) is on any period of Workers' Compensation benefits or its equivalent up to a limit of eighteen (18) months;
- (e) is on jury duty;
- (f) is on union leave;
- (g) is on any examination if the course is work-related;
- (h) is on an approved parental or adoption leave.

1006 Seniority will be maintained but will not accrue if an employee:

- (a) is on unpaid leave of absence;
- (b) is laid off for less than eighteen (18) months;
- (c) is on a trial period of up to twelve (12) months in an out-of-scope position;
- (d) is on Workers' Compensation benefits or equivalent in excess of eighteen (18) months, but less than twenty-four (24) months;
- (e) is on Long Term Disability Benefit for less than twenty-four (24) months;
- (f) has been on Workers' Compensation or Long Term Disability, and has not been awarded permanent benefits as at the twenty-four (24) month anniversary, but the Employer will be entitled to fill the employee's former position on a permanent basis and the employee will be entitled to an equivalent position should the employee be deemed medically fit to return to work.

1007 It shall be the responsibility of the employee to keep the Employer informed of their address and the status of their disability claim for the receipt of such notice and the status of seniority.

## **ARTICLE 11 – PROMOTION AND STAFF CHANGES**

### **1101        Notice**

When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position in the Clinic for a minimum of five (5) working days. Such notice shall contain the following information:

- (a)    Nature of position
- (b)    Qualifications
- (c)    Required knowledge and education
- (d)    Skills
- (e)    Shift
- (f)    Hours of work
- (g)    Wage or salary rate or range, all where applicable.

### **1102        Notice to Union**

Copies of all job postings that come within the bargaining unit shall be forwarded to the Secretary of the Local. The Local shall be notified in writing within fifteen (15) days of posting the names of the successful applicant for any position within the bargaining unit.

Seniority shall be considered along with all other factors in determining promotions within the Clinic.

### **1103        Promotions**

An employee receiving promotion shall commence at the minimum salary for the position providing that the latter is greater than the salary previously earned. If, by reason of length of service in their previous position, the salary of that employee is greater than the minimum salary for their new position, they shall commence at the first step of their new salary scale which would give them an increase over their former salary. Employees promoted temporarily to a supervisory position outside of the bargaining unit covered by Manitoba Labour Board Certificate #6162, shall receive an additional seventy-five cents (75¢) per hour for all hours worked.

Promoted employees shall be placed on trial for a period of three (3) months of service beginning from the date upon which employment in the new position commenced. By mutual consent of the Union and the Employer, the trial period may be extended.

During the trial period, if the employee proves to be unsatisfactory or if the employee wishes to revert voluntarily to their former position, they may return without loss of seniority.

## **ARTICLE 12 – LAY-OFFS AND RECALLS**

### **1201      Definition of Lay-Off**

A lay-off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this agreement.

### **1202      Role of Seniority in Lay-off**

Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a lay-off employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that the remaining employees have the required qualifications and ability to perform the work required. An employee about to be laid off may bump any employee with less seniority, provided the employee exercising the right is qualified to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

### **1203      Recall Procedure**

Employees shall be recalled in the order of their seniority at time of lay-off provided that the employee has the required qualifications and ability to perform the work required.

### **1204      New Employees**

No new employees shall be hired until those laid off have been given an opportunity of recall.

### **1205      Notice of Lay-off**

The Employer shall notify employees who are to be laid off twenty (20) working days prior to the effective day of lay-off. If the employee has not had the opportunity to work the days as provided in this Article, they shall be paid for the days for which work has not been made available.

1206 Grievance on Lay-off and Recalls

Grievances concerning lay-offs and recalls shall be initiated at Step 3 of the Grievance Procedure.

1207 It shall be the responsibility of the employee to keep the Employer informed of their address for the receipt of such notice of recall.

**ARTICLE 13 – HOURS OF WORK, OVERTIME AND REST PERIODS**

1301 Hours of Work

Employees shall be scheduled for shifts between the hours of 7:00 a.m. to 6:00 p.m., (Monday to Friday).

1302 Overtime

- (a) Time and a half (1½) will be paid for all time worked in excess of seven and one-half (7½) hours per day and/or thirty-seven and one-half (37½) hours per week.
- (b) Where an employee is required to work overtime, they may elect to receive time off, instead of payment for the same, at a time mutually agreed to between the employee and the Employer, provided no employee shall bank more than three (3) days for such purpose except by mutual agreement; [that is two (2) days of worked overtime]. Employees required to work further overtime, when three (3) days have been banked, shall receive payment for such further overtime.
- (c) Overtime shall be divided equally among employees who are willing and qualified to perform the available work where reasonably possible. All overtime shall be approved by a supervisor.
- (d) Employees shall report their overtime within ten (10) working days of having worked the overtime.**
- (e) Overtime shall be reflected in an employee's overtime bank within ten (10) days of notification to the Operations/HR Manager.**

1303 Rest Periods

A rest period of fifteen (15) minutes will be allowed by the Employer during each continuous three (3) hour period of work.

**ARTICLE 14 – HOLIDAYS**

1401 (a) All employees except casual employees shall receive the following holidays with pay:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
Terry Fox Day (in August)	Boxing Day
Louis Riel Day	
National Day for Truth and Reconciliation	
Floating statutory holiday at a mutually agreed time in lieu of Easter	

and any other statutory holiday as proclaimed by the Province of Manitoba or Government of Canada.

- (b) Casual employees shall only receive the above holidays in accordance with the provisions of the *Employment Standards Code* of the Province of Manitoba.
- (c) Part-time employees will be paid five percent (5%) of their basic pay for payment of holiday pay for statutory holidays. Such holiday pay will be included in each regular pay cheque and is in addition to payment for time worked on a General Holiday.
- (d) Employees required to work on a statutory holiday will receive two and one-half (2½) times their rate of pay or one and one-half (1½) times their rate of pay plus a day off with pay.

**ARTICLE 15 – VACATIONS**

1501 In addition to the regular monthly salary as per Schedule "A" and effective from an employee's original date of employment, they shall be allowed vacation with pay as follows:

- (a) An employee who has completed less than twelve (12) months service as of **December 31<sup>st</sup>** of the within contract shall receive one (1) work day's vacation for each full calendar month worked from the commencement of their service to a maximum of ten (10) days. Part months will be pro-rated.
- (b) An employee who has completed twelve (12) full calendar months service as of **December 31<sup>st</sup>** of the within contract shall receive ten (10) work days vacation.

- (c) An employee who has completed two (2) years service as of **December 31<sup>st</sup>** of the within contract shall receive fifteen (15) work days vacation.
- (d) An employee who has completed five (5) years service as of **December 31<sup>st</sup>** of the within contract shall receive twenty (20) work days vacation.
- (e) An employee who has completed thirteen (13) years service as of **December 31<sup>st</sup>** of the within contract shall receive twenty-five (25) work days vacation.
- (f) An employee who has completed twenty-two (22) years service as of **December 31<sup>st</sup>** of the within contract shall receive thirty (30) work days vacation.
- (g) If an employee has not completed the service required in (c), (d) and (e) as of **December 31<sup>st</sup>**, refer to Schedule "B" for year of transition holiday credits to determine the number of holidays entitlement.
- (h) In the event of change in employee status from part time or casual to full time employment, the basis for establishing vacations will be the number of hours worked rather than the number of years employed. The number of hours worked will be divided by the number of hours in a year worked by a full time employee (i.e. 1,950 hours). This will establish the number of full time years which will then be related to Article 15 – Vacations, to determine at which level the employee will start earning full time holidays. Pro-ration will occur from the date the status change occurred to **December 31<sup>st</sup> of that year**.
- (i) Unless otherwise mutually agreed between the employee and the Employer, part time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full time employee.
- (j) **Members shall be approved time off over Christmas and New Year's over alternate years unless otherwise mutually agreed.**
- (k) **Vacation requests for the year (January 1<sup>st</sup> to December 31<sup>st</sup>) must be submitted by March 31<sup>st</sup>. The Clinic shall respond in writing within forty-five (45) days. Where conflicts arise, vacation approval shall be granted based on seniority. Vacation requests submitted after this date shall be awarded on a first come first serve basis.**

**The selected/approved vacation schedule shall be available through the current Human Resources Information System.**

**ARTICLE 16 – SICK LEAVE**

1601 (a) An employee shall accumulate sick leave credits at the rate of one (1) day per month to a maximum accumulation of thirty (30) days, then at the rate of one and one-quarter (1¼) days per month to a maximum accumulation of sixty (60) days, then at the rate of one and one-half (1½) days per month to a maximum accumulation of one hundred (100) days. Sick leave used shall be deducted from an employee's accumulation at any point in time. The rate of accumulation subsequent to the use of sick leave shall remain at the employee's rate prior to the use thereof.

(b) The Union agrees that in cases of suspected abuse of income protection, disciplinary action may be taken by the Employer and the Union further agrees to work with management in the review of sick leave utilization. In the case of suspected abuse, the Employer may require an employee to produce a certificate from a duly qualified physician, certifying that the employee was unable to carry out their duties due to illness.

(c) The maximum sick leave as referred to in (a) shall be reduced by the total number of working days taken as sick leave.

**(d) When an employee on vacation is hospitalized or requires surgery, vacation leave shall be converted to sick leave, provided they have sufficient sick leave available to them.**

(e) Family Leave

An employee may apply to utilize up to five (5) days of sick leave protection per calendar year, January 1<sup>st</sup> – December 31<sup>st</sup>, due to illness of a child, spouse, sibling, or the parents of the employee.

(f) Wellness Days

An employee may utilize **two (2) days** of sick leave protection as a wellness day per calendar year, January 1<sup>st</sup> to December 31<sup>st</sup>.

## **ARTICLE 17 – LEAVE OF ABSENCE**

### 1701      Negotiations

- (a)      When a maximum of three (3) representatives of the Local are required to carry out negotiations, they shall suffer no loss of pay for time so spent. The Employer and Union will have an equal amount of up to four (4) representatives at the table.
  
- (b)      A maximum of two (2) representatives of the Local when required to be involved in grievances or arbitration during their normal hours of work shall suffer no loss of pay for time so spent. The representatives shall be up to two (2) local representatives. The grievor will also be entitled to attend.

### 1702      Union Leave

- (a)      Union leave shall be granted without pay upon approval of the CEO of the Clinic to an employee transacting Union business. No more than four (4) employees shall be granted such leave at any one time and the CEO may limit the maximum amount of time in a year to be spent during working hours on such business. If two (2) employees are absent at the same time, they shall come from different administrative units within the Clinic as designated by the Employer except from the reception area provided only one (1) is absent from each station. No such leave shall be granted unless a suitable replacement is available if the Clinic requires a replacement. The number of employees who may be absent at any one time may be extended with the approval of the Chief Executive Officer.
  
- (b)      The Employer shall, if requested by the Union, continue to pay the employee during periods of leave of absence without pay as if they have remained at work. The Employer will then bill the Union an amount equal to the employee's salary to cover the cost of wages and also to cover the cost of any fringe benefits that are a cost to the Employer.

### 1703      (a)      General Leave

An employee may be entitled to leave of absence, without pay and without loss of seniority when they request such leave, at the sole discretion of the Board of Directors of the Clinic. Such request shall be in writing and shall be delivered at least two (2) weeks' prior to any such leave to the Chief Executive Officer, or in their absence, to the **Operations/HR Manager** of the Clinic, except in the cases of emergency.

- (b) **An employee may request a leave of absence without pay, where they have not yet accrued sick leave or vacation, or have exhausted their overtime bank, sick leave bank or vacation bank. All requests must be in writing and made no less than two (2) weeks prior to the start of the leave to the Operations/HR Manager, except in case of emergency. Where approved, the Employer will approve the leave in half-day increments. The Employer will give reasonable consideration to all such requests and the approval will be in the Employer's sole discretion. Such requests shall not be unreasonably denied.**

1704 Citizenship

An employee shall be allowed necessary time off with pay to attend Citizenship Court to become a Canadian Citizen.

1705 Jury Service/Court Witness

The Employer shall grant leave of absence without loss of seniority benefits to an employee who serves as a juror or witness in any Court. The Employer shall pay such an employee the difference between their normal earnings and the payment they receive for jury service or Court witness, excluding payments for travelling, meals, or other expenses. The employee will present proof of service and the amount of pay received. Time spent by an employee required to serve as a Court witness in any matter arising out of their employment shall be considered as time worked at the appropriate rate of pay.

1706 Examinations

An employee shall be entitled to leave of absence without pay and without loss of seniority and benefits to write examinations to upgrade their employment qualifications. If the applicant passes the examinations, they shall be reimbursed for all wages lost.

The Employer shall pay fifty percent (50%) of the cost of tuition and text for courses approved by the Employer and successfully completed by the employee. Requests for such support must be made three (3) months in advance of any such course or lesser only if the course information is not available at that time, but in any event prior to the employee's attendance at the course. Approval of any such courses shall be solely at the Employer's discretion and shall not be grievable. If the employee's application for approval is denied, the employee shall be given the reason in writing.

1707

Maternity/Parental/Adoption Leave

(a) Parental Leave - Maternity

An employee shall receive Maternity leave of seventeen (17) weeks and Parental Leave of up to sixty-three (63) weeks without pay, subject to the following conditions:

- (i) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (ii) A written request must be submitted not later than the end of the twenty-second (22<sup>nd</sup>) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (iii) 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.
- (iv) During the seventeen (17) week duration of Maternity Leave an employee shall have the right, if they so choose, to use accumulated income protection credits for that portion of the Maternity Leave during which they would have been unable to work due to health related reasons. An employee claiming income protection in such a circumstance must furnish a certificate from a qualified medical practitioner providing proof of, and expected duration of, the health related condition.

(b) Parental Leave - Paternity

An employee shall receive Parental Leave without pay of up to sixty-three (63) weeks, subject to the following conditions:

- (i) They assume actual care and custody of the child.
- (ii) They have completed six (6) months employment as of the date of the intended leave.

- (iii) They submit to the Employer 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 employee intends to commence the leave.
- (iv) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

(c) Parental Leave - Adoption

An employee shall receive Parental Leave without pay of up to sixty-three (63) weeks subject to the following conditions:

- (i) An employee must adopt a child under the laws of the province.
  - (ii) An employee may commence Adoption Leave upon one (1) day's 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.
  - (iii) An employee has completed six (6) months employment as of the date of the intended leave.
  - (iv) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.
- (d) An employee may end their parental leave earlier than sixty-three (63) weeks by giving the Employer written notice at least two (2) weeks, or one (1) pay period, whichever is longer before the day the employee wishes to end the leave. On return from Maternity and/or Parental Leave, the employee shall be placed in their former classification and shift schedule at the same increment step. In the case where the leave extends beyond fifty-four (54) weeks, the provisions outlined in 1703 above will apply.

1708

Bereavement Leave

- (a) An employee shall be granted time off from work without loss of pay or benefits, a maximum of five (5) regularly scheduled work days in the case of the death of their partner, child, step-child, fiancé, parent, or step-parent.

In addition, employees shall be granted time off from work without loss of pay or benefits up to a maximum of three (3) consecutive regularly scheduled work days in the case of death of a grandparent, brother, sister, children-in-law, grandchild, grandparent-in-law, parent-in-law, or sibling-in-law, if they attend the funeral.

Employees shall be granted time off from work without loss of pay or benefits for one (1) regularly scheduled work day in the case of death of a niece, nephew, aunt, or uncle, if they attend the funeral.

Employees shall be granted time off from work without loss of pay or benefits for one (1) regularly scheduled work day in the case of death of a person who the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship, if they attend the funeral.

Where the funeral occurs outside the province, an employee shall be granted time off from work without pay or benefits to a maximum of five (5) consecutive regularly scheduled work days as travelling time.

When the funeral occurs over two hundred (200) kms travel distance, an employee shall be granted time off from work without pay or benefits to a maximum of two (2) days travelling time.

One (1) Bereavement Leave day may be retained at the employee's request for use in the case where actual interment or cremation occurs at a later date.

- (b) Necessary time off up to one (1) day at basic pay will be granted an employee to attend a funeral as an official pallbearer.
- (c) Probationary employees shall be entitled to paid Bereavement Leave for a duration stipulated in Article 1708 (a).
- (d) **In the event that an employee is on approved vacation and an immediate family member (as outlined in 1708a) passes away, the employee shall be eligible to have their time off changed to bereavement leave rather than vacation. The amount of leave allowed would be equivalent to the number of days that would have been granted had the employee been at work, provided the Operations/HR Manager or designate received notice of these circumstances as soon as practicable.**

- (e) **Additional bereavement leave or special leave may be granted without pay at the discretion of the Operations/HR Manager, and shall not be unreasonably denied.**

1709 Interpersonal Violence Leave

The Employer shall provide Interpersonal Violence Leave in accordance with *The Employment Standards Code*.

1710 Compassionate Care Leave

The Employer shall provide Compassionate Care Leave in accordance with *The Employment Standards Code*.

**ARTICLE 18 – PAYMENT OF WAGES AND ALLOWANCES**

1801 The Employer shall pay salaries and wages in accordance with Schedule “A” attached hereto and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions. Payments are to be made on a bi-weekly basis on alternate Fridays, except where the Friday is a holiday and payment shall be made on the preceding Thursday.

1802 Annual Increments

The effective date for an employee’s annual increment shall be the first day of that bi-weekly pay period following the employee’s anniversary date. “Anniversary date” shall be defined as the date upon which the employee was hired, if the employee was hired in a classification and has remained in that classification or a classification which has exactly the same rate of pay, or alternatively, if the employee has changed classification to a classification paying a higher rate of pay, the date on which they changed classification. Should such a change in anniversary date, by change in classification from a lower rate-of-pay classification to a higher rate-of-pay classification result in a loss of income over the ensuing year, according to Schedule “A”, then the employee’s anniversary date shall remain unchanged.

1803 Placement on Scale

The minimum starting salary for a new employee will be determined by equivalent full time experience within the preceding six (6) years and considered by the Clinic to be related to the position applied for according to the following table:

For Positions with a 3-Year Pay Scale	
Experience	Placement
0 – 2½ years	Year I
2½ – 6 years	Year II

For Positions with a 4-Year Pay Scale	
Experience	Placement
0 – 2½ years	Year I
2½ – 4 years	Year II
4 – 6 years	Year III

1804 The Employer shall pay professional and/or licence fees for an employee who, as a condition of employment, is required to be a member of a professional association or be licensed.

1806 Part Time and Casual Employees

All part time and casual employees shall receive the wage rates, conditions of employment, and prerequisites specified in this Agreement on a pro-rata basis according to their hours of work.

1807 Meal Allowance

A meal allowance of ten dollars (\$10.00) per meal shall be paid to those employees who are requested to work over any period that normally would be their meal period.

1808 Premiums

Employees who are required to perform the duties of a higher-rated classification shall be paid at the same increment step in the new classification as they were in the old classification, i.e., currently being paid at year one (1) on pay scale, they would be paid at year one (1) on higher rated classification pay scale.

1809 When the Employer assigns an employee to a lower paying position, their rate of pay shall not be reduced.

1810 Long-Service Recognition

Upon retirement, a full time employee with twenty-five (25) years or more of continuous service with the Employer shall be entitled to a retirement allowance of one and a half (1½) days' pay for each such completed year of service, payable as a lump sum on retirement.

Employees who have worked on a part time basis during their employment with the Employer shall receive a pro-rata portion of retirement allowance based on their actual hours worked as compared to those of a full time employee. **In the event that the employee dies before retirement, the retirement allowance will be paid to the estate.**

#### **ARTICLE 19 – TERMINATION**

- 1901 (a) Employment may be terminated by the employees giving the Employer two (2) weeks written notice of intention to terminate employment. An employee may give notice of less than two (2) weeks by mutual agreement between the Employer and the employee.
- (b) In the event it is necessary for the Employer to terminate an employee by reason of redundancy of the position or similar cause, the Clinic shall give such employee written notice no less than that required by the *Employment Standards Code*.
- (c) With the exception of immediate termination, and unless otherwise mutually agreed, the Employer will make available on the employee's last day of work all amounts due to the employee, including unpaid wages, and pay in lieu of unused vacation entitlement.

#### **ARTICLE 20 – WORKERS' COMPENSATION**

- 2001 Employees covered by this agreement shall be covered in accordance with the *Workers' Compensation Act*.

#### **ARTICLE 21 – BULLETIN BOARDS**

- 2101 The Employer shall provide a bulletin board in the staff room upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees provided such postings shall not in any way, shape, or form be scurrilous, scandalous, libellous, or indecent.

#### **ARTICLE 22 – LABOUR-MANAGEMENT MEETINGS**

- 2201 The Union and the Employer shall meet quarterly. Once meetings are scheduled, they will not be cancelled unless mutually agreed upon. Minutes from Labour-Management meetings will be signed off by the co-chairs.

**ARTICLE 23 – TERMS AND CONDITIONS OF THE AGREEMENT**

2301        Duration

This Agreement shall be binding and in effect from the 1<sup>st</sup> day of August **2025** to the 31<sup>st</sup> day of July **2028** and shall continue in effect thereafter unless terminated or renewed as hereinafter provided.

2302        Retroactive Provision

No part of this Agreement except wages shall have a retroactive effect unless specifically so provided.

2303        Changes or Amendments

Either party desiring to propose changes or amendments to this Agreement shall, between the period thirty (30) days and ninety (90) days prior to the termination date, give notice in writing to the other party of the changes or amendments proposed. The party receiving any such notice shall have one (1) month to respond to such notice advising of any changes or amendments proposed by the responding party. Within ten (10) working days of such response, the parties shall enter negotiations for renewal or revision of the Agreement. Any of the time limits covered in this clause may be extended by mutual agreement.

2304        Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer, or their representative, which may conflict with the terms of this Collective Agreement.

2305        Context

Wherever the feminine pronoun is used in this Agreement, it shall be deemed to include the masculine pronoun where the context so requires, and wherever the masculine pronoun is used in this Agreement, it shall be deemed to include the feminine pronoun where the context requires. Wherever the singular is used, it shall be deemed to include the plural where required, and wherever the plural is used, it shall be deemed to include the singular where required.

**ARTICLE 24 – RIGHT TO REVIEW PERSONNEL FILE**

2401        Employees shall have the right to review their personnel file within twenty-four (24) hours of written request. Written documentation on an employee will not be put in their personnel file without a copy being

provided to the employee. Employees shall have the right to affix their remarks on any documents in their personnel file.

## **ARTICLE 25 – JOB SECURITY**

2501 If the Employer intends to subcontract work not presently subcontracted, which results in the displacement of any employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable, available, alternative employment within the facilities for those employees so displaced. Employees who cannot be placed because no employment is available will be placed on a recall list. Any employee with more than thirty-six (36) months service accepting a position in a lower paid classification will continue at the salary of their present classification and will receive an increase only when the rate of their new scale corresponding to their years of service, provides for an increase over their current rate. Suitable employment shall be interpreted to mean a job for which the displaced person is qualified and is within their job classification area. Subcontracting shall, further, be interpreted to mean replacement of existing jobs covered by M.L.B. Certificate #6162 with subcontractors whose employees will not be covered by M.L.B. Certificate #6162.

2502 **Within the ninety (90) day period, the Union will be provided an opportunity to discuss alternatives to the proposed contracting out and/or the options for impacted employees. The Brandon Clinic will give good faith consideration, in the discussions on contracting out, to alternatives advanced by the Union.**

## **ARTICLE 26 – VIOLENCE AND HARASSMENT**

2601 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in a confidential manner by both the Employer and the Union.

The definition of harassment shall consist of the definition contained in the *Human Rights Code* and the Harassment Policy in the Brandon Clinic Medical Corporation Policy and Procedure Manual.

2602 **Violence and Harassment in the Workplace**

(a) **The Employer and Union agree that violence and harassment in the workplace is not acceptable and agree to work together towards elimination of the incidents and causal factors.**

- (b) The Employer shall provide appropriate training and education to employees on the Respectful Workplace policy and prevention of workplace violence to ensure employees can effectively respond when an incident of violence is occurring or likely to occur.**

#### **ARTICLE 27 – LEGAL PROTECTION**

- 2701 (a) The Employer agrees to provide legal counsel for the defence of any action initiated against an employee provided such action results from the performance or non-performance of their assigned duties and is within the scope of their employment.
- (b) The Employer shall indemnify and save the employees harmless from all claims, demands, actions, proceedings, and judgements which result from an action taken against an employee under paragraph (a) provided the Employer's protective coverage pays all of the claims, demands, costs of actions or proceedings, and judgements of any kind whatsoever herein set out and further provided such indemnification results in no loss whatsoever to the Employer.

#### **ARTICLE 28 – CHANGES IN CLASSIFICATION**

- 2801 In the event that the Employer establishes or proposes to establish a new classification, and providing that the new classifications falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. All employees directly affected by such change shall be notified by the Employer and a copy of the job description will be made available at the request of the employee.
- 2802 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- 2803 If the Union files written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 2804 Failing agreement, the matter may be referred to arbitration in accordance with Article 904.

2805 If the salary range of a new classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new classification came into effect.

#### **ARTICLE 29 – HEALTH AND SAFETY**

##### 2901 Union-Employer Health and Safety Committee

A Joint Health and Safety Committee shall be established, composed of an equal number of the parties' representatives with a minimum of two (2) from each party. The committee shall hold meetings at least quarterly, or more frequently if requested by either party. Minutes shall be taken of all meetings and copies shall be sent to each party.

#### **ARTICLE 30 – INCLEMENT WEATHER**


3001 Those employees who are unable to attend work due to inclement weather, may utilize vacation leave or banked overtime.

#### **ARTICLE 31– TECHNOLOGICAL CHANGE**

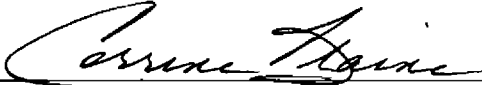
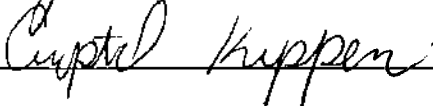
**3101 During the term of this Agreement any disputes arising in relation to adjustment to technological change shall be discussed between the bargaining representatives of the two parties to this Agreement in accordance with the *Manitoba Labour Relations Act*.**

SIGNED this 10TH day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096

  
\_\_\_\_\_  
Jillian Maben  
  
\_\_\_\_\_

AM:pnf  COPE491  
05 Mar 2026

**BRANDON CLINIC MEDICAL CORPORATION  
SCHEDULE "A"**

**Effective August 1, 2025  
3.5% Increase**

<b>Classification</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
LPN Receptionist	Bi-weekly	2,479.34	2,552.31	2,606.65	2,694.36
	Hourly	33.06	34.03	34.76	35.92
Medical Transcriptionist I <i>(to be amalgamated with Medical Transcriptionist II when position vacated)</i>	Bi-weekly	1,805.56			
	Hourly	24.07			
<b>Receptionist</b>	Bi-weekly	1,540.08	1,599.08	1,618.48	1,694.55
	Hourly	20.53	21.32	21.58	22.59
Medical Records Department *	Bi-weekly	1,540.08	1,599.08	1,618.48	1,694.55
	Hourly	20.53	21.32	21.58	22.59
<b>X-Ray Receptionist</b> <i>(X-ray receptionist &amp; walk-in receptionist)</i>	Bi-weekly	1,400.25	1,449.26	1,470.22	1,543.96
	Hourly	18.67	19.32	19.60	20.59
Billing Clerk – 3rd Party/Private	Bi-weekly	1,582.77	1,606.06	1,640.99	
	Hourly	21.10	21.41	21.88	
Cardiology Technician	Bi-weekly	1,540.08	1,599.08	1,618.48	1,694.55
	Hourly	20.53	21.32	21.58	22.59
Billing Clerk II – MHSC/WCB	Bi-weekly	1,513.69	1,540.08	1,571.13	
	Hourly	20.18	20.53	20.95	
Messenger	Bi-weekly	1,400.25	1,449.26	1,470.22	1,543.96
	Hourly	18.67	19.32	19.60	20.59
Custodial Maintenance	Bi-weekly	1,415.88	1,435.29		
	Hourly	18.88	19.14		

\* Job description to be finalized as per Article 28

**BRANDON CLINIC MEDICAL CORPORATION  
SCHEDULE "A"**

**Effective August 1, 2026  
2.75% Increase**

<b>Classification</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
LPN Receptionist	Bi-weekly	2,547.52	2,622.50	2,678.33	2,768.46
	Hourly	33.97	34.97	35.71	36.91
Medical Transcriptionist I <i>(to be amalgamated with Medical Transcriptionist II when position vacated)</i>	Bi-weekly	1,855.21			
	Hourly	24.74			
<b>Receptionist</b>	Bi-weekly	1,582.43	1,643.05	1,662.99	1,741.15
	Hourly	21.10	21.91	22.17	23.22
Medical Records Department *	Bi-weekly	1,582.43	1,643.05	1,662.99	1,741.15
	Hourly	21.10	21.91	22.17	23.22
<b>X-Ray Receptionist</b> <i>(X-ray receptionist &amp; walk-in receptionist)</i>	Bi-weekly	1,438.76	1,489.11	1,510.65	1,586.42
	Hourly	19.18	19.85	20.14	21.15
Billing Clerk – 3rd Party/Private	Bi-weekly	1,626.30	1,650.23	1,686.12	
	Hourly	21.68	22.00	22.48	
Cardiology Technician	Bi-weekly	1,582.43	1,643.05	1,662.99	1,741.15
	Hourly	21.10	21.91	22.17	23.22
Billing Clerk II – MHSC/WCB	Bi-weekly	1,555.31	1,582.43	1,614.34	
	Hourly	20.74	21.10	21.52	
Messenger	Bi-weekly	1,438.76	1,489.11	1,510.65	1,586.42
	Hourly	19.18	19.85	20.14	21.15
Custodial Maintenance	Bi-weekly	1,454.82	1,474.76		
	Hourly	19.40	19.66		

\* Job description to be finalized as per Article 28

**BRANDON CLINIC MEDICAL CORPORATION  
SCHEDULE "A"**

**Effective August 1, 2027  
2.75% Increase**

<b>Classification</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>
LPN Receptionist	Bi-weekly	2,617.58	2,694.62	2,751.98	2,844.59
	Hourly	34.90	35.93	36.69	37.93
Medical Transcriptionist I <i>(to be amalgamated with Medical Transcriptionist II when position vacated)</i>	Bi-weekly	1,906.23			
	Hourly	25.42			
<b>Receptionist</b>	Bi-weekly	1,625.95	1,688.23	1,708.72	1,789.04
	Hourly	21.68	22.51	22.78	23.86
Medical Records Department *	Bi-weekly	1,625.95	1,688.23	1,708.72	1,789.04
	Hourly	21.68	22.51	22.78	23.86
<b>X-Ray Receptionist</b> <i>(X-ray receptionist &amp; walk-in receptionist)</i>	Bi-weekly	1,478.32	1,530.06	1,552.19	1,630.05
	Hourly	19.71	20.40	20.69	21.73
Billing Clerk – 3rd Party/Private	Bi-weekly	1,671.02	1,695.61	1,732.49	
	Hourly	22.28	22.61	23.10	
Cardiology Technician	Bi-weekly	1,625.95	1,688.23	1,708.72	1,789.04
	Hourly	21.68	22.51	22.78	23.86
Billing Clerk II – MHSC/WCB	Bi-weekly	1,598.09	1,625.95	1,658.73	
	Hourly	21.31	21.68	22.11	
Messenger	Bi-weekly	1,478.32	1,530.06	1,552.19	1,630.05
	Hourly	19.71	20.40	20.69	21.73
Custodial Maintenance	Bi-weekly	1,494.82	1,515.31		
	Hourly	19.93	20.20		

\* Job description to be finalized as per Article 28

AM:pnf  COPE491  
05 Mar 2026

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND

BRANDON CLINIC MEDICAL CORPORATION

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RE: LIFE INSURANCE AND DENTAL PLAN


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The Employer will pay per year to all employees eligible for enrolment in the above insurance plan. Employees who do not require the whole amount for benefit coverage will receive the remaining amount at the end of each calendar year (December). Benefits will be calculated from January to December.

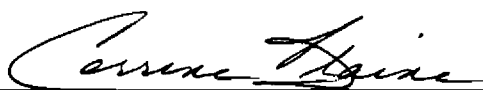


Effective January 1, 2026	\$550.00
Effective January 1, 2027	\$700.00

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096

  
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LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND

BRANDON CLINIC MEDICAL CORPORATION

RE: LAYOFF

The Employer and the Union agree that layoffs are a serious concern in the work force at the present time and agree that when the Clinic finds it necessary to lay off employees in accordance with the terms of the Contract that a meeting will be held between a Committee of the Clinic and the Union to discuss the manner in which the layoff will take place and to discuss the best method of implementing any bumping procedure that may be required as a result of the layoff.

The Committee will consist of a Doctor and two (2) Members of the Management Staff together with two (2) Employees of the Clinic who are Members of the Union and the Union Representative.

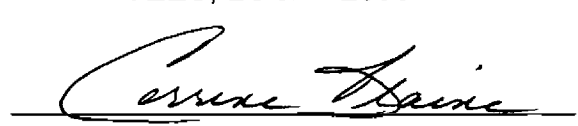
The results of Committee meetings are not binding on either party and should the layoff not be conducted in accordance with the Collective Agreement, the normal grievance procedure will apply.

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

  
\_\_\_\_\_  
Jullian Malbon  
Cynthia Kuppen  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND


BRANDON CLINIC MEDICAL CORPORATION

RE: UNIFORM ALLOWANCE

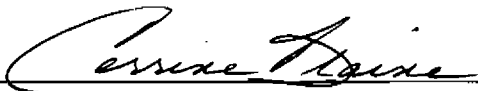


A uniform allowance of two hundred dollars (\$200.00) shall be paid to all employees upon completion of one thousand nine hundred fifty (1,950) hours worked.

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096

  
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05 Mar 2026

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND

BRANDON CLINIC MEDICAL CORPORATION

RE: PENSION – GROUP RRSP

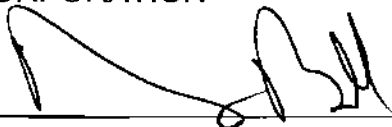
2% Employer contribution  
2% Employee contribution

for part time and full time permanent employees upon completion of three (3) months of employment with the Employer.

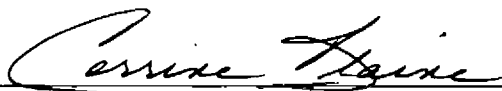

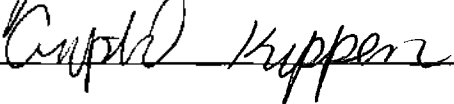
The Employer's 2% contribution is retroactive to August 1, 2006, and the employee's portion of the contribution will commence on January 1, 2007.

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096

  
\_\_\_\_\_  
  
  
\_\_\_\_\_

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND

BRANDON CLINIC MEDICAL CORPORATION

RE: ALLOCATION OF CASUAL WORK AND BENEFIT ENTITLEMENT

Whereas it is the intent of the parties to maximize the EFT of part time positions and the creation of as many full time positions as is reasonably possible.


And whereas by minimizing the use of casual work, the parties agree that there will be the potential to convert casual employment into regular employment status.

The parties agree as follows:

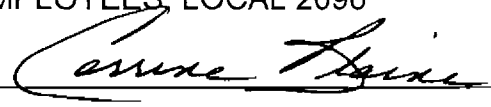


- (a) Part time employees who wish to increase their EFT under the provisions of this Letter of Understanding will be required to indicate in writing to the Employer within sixty (60) days of ratification of the Collective Agreement and no later than May 1<sup>st</sup> of each year thereafter. Where casual work is available, the Employer will offer such work to these employees in order of seniority.
- (b) Where a casual employee has worked more than six (6) months and worked on average the equivalent of a 0.5 EFT over that six (6) month period, the employee will be offered the opportunity to participate in the Employer's benefits prorated to the equivalent of a 0.5 EFT provided they remain qualified under the terms of the plan.

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL CORPORATION

  
\_\_\_\_\_  
Christa Cels

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

  
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LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096  
AND  
BRANDON CLINIC MEDICAL CORPORATION

RE: LETTER OF INTENT

WHEREAS the Brandon Clinic Medical Corporation and the Canadian Union of Public Employees, Local 2096 are parties to a certain collective agreement;

AND WHEREAS the Brandon Clinic Medical Corporation has been able to provide parking for members of the Union until now;

AND WHEREAS the Brandon Clinic Medical Corporation is the owner of the land where such parking has been provided;

THE BRANDON CLINIC MEDICAL CORPORATION therefore undertakes to the Canadian Union of Public Employees, Local 2096 that should it become necessary at any time in the future to charge parking fees to the members of the Union, that prior to the institution of any such parking fee, the Brandon Clinic Medical Corporation will discuss the same in full with the designated representatives of the Union.

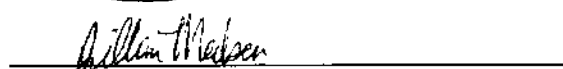

SIGNED this 10<sup>TH</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION



Chusta Ceb

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096



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05 Mar 2026

LETTER OF UNDERSTANDING

BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2096

AND

BRANDON CLINIC MEDICAL CORPORATION

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RE: STAFF TRANSFERS

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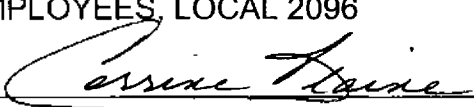


The parties agree that during the term of the collective agreement, they will discuss the matter of staff transfers at Labour Management meetings, **or as needed**.

SIGNED this 10<sup>th</sup> day of March, 2026.

ON BEHALF OF THE EMPLOYER:  
BRANDON CLINIC MEDICAL  
CORPORATION

  
\_\_\_\_\_  
Christa Cels  
\_\_\_\_\_

ON BEHALF OF THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2096

  
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