

|                      |          |
|----------------------|----------|
| NO. OF               | Comp     |
| EMP.                 | 96:0401  |
| TERM.                | 98:03:31 |
| NO. OF<br>EMPLOYEES  | 140      |
| NOMBRE<br>D'EMPLOYÉS | 140      |

## AGREEMENT

between

### HEALTH SCIENCES CENTRE

(Includes: Plant Operating Engineer Unit - 10270  
 Plant Maintenance Unit - 6105  
 Occupational Therapy Unit - 10272  
 Electronic Technologist Unit) - 10271

(herein after called the "Employer")

and

### THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827

(herein after called the "Union")

APRIL 1, 1996 TO MARCH 31, 1998

10852(01)

10852(01)

## INDEX

### PAGE NO.

|            |   |    |
|------------|---|----|
|            | PREAMBLE  | 1  |
| ARTICLE I  | SCOPE OF RECOGNITION  | 1  |
| ARTICLE 2  | DURATION  | 2  |
| ARTICLE 3  | MANAGEMENT RIGHTS   | 2  |
| ARTICLE 4  | UNION SECURITY  | 3  |
| ARTICLE 5  | UNION REPRESENTATION  | 4  |
| ARTICLE 6  | NON-DISCRIMINATION  | 5  |
| ARTICLE 7  | DEFINITIONS   | 6  |
| ARTICLE 8  | BULLETIN BOARDS   | 8  |
| ARTICLE 9  | JOB CLASSIFICATION  | 9  |
| ARTICLE 10 | GRIEVANCE PROCEDURE   | 10 |
| ARTICLE 11 | ARBITRATION PROCEDURE                                       | 12 |
| ARTICLE 12 | SENIORITY   | 13 |
| ARTICLE 13 | INCOME PROTECTION   | 19 |
| ARTICLE 14 | VACATION  | 23 |
| ARTICLE 15 | GENERAL HOLIDAYS  | 25 |
| ARTICLE 16 | LEAVE OF ABSENCE  | 26 |
| ARTICLE 17 | HOURS OF WORK AND SHIFTS                                    | 30 |
| ARTICLE 18 | OVERTIME  | 35 |
| ARTICLE 19 | SHIFT PREMIUM, WEEKEND PREMIUM,<br>TRANSPORTATION ALLOWANCE | 38 |

|   | <u>PAGE NO.</u> |
|---|-----------------|
| ARTICLE 20      SUB-CONTRACTING OUT             | 38              |
| ARTICLE 21      DISCIPLINARY PROCEDURE          | 40              |
| ARTICLE 22      TECHNOLOGICAL CHANGE            | 41              |
| ARTICLE 23      STAFF/MANAGEMENT COMMITTEE      | 42              |
| ARTICLE 24      PRE-RETIREMENT LEAVE            | 43              |
| ARTICLE 25      SALARIES                        | 44              |
| ARTICLE 26      UNIFORMS                        | 44              |
| ARTICLE 27      SAFETY EQUIPMENT                | 44              |
| ARTICLE 28      LOSS OF TOOLS                   | 45              |
| ARTICLE 29      TEMPORARY ASSIGNMENT OF DUTIES  | 45              |
| ARTICLE 30      GROUP BENEFITS                  | 46              |
| ARTICLE 31      TERMINATION OF EMPLOYMENT       | 46              |
| ARTICLE 32      MEDICARE PREMIUMS               | 46              |
| ARTICLE 33      RETROACTIVITY                   | 47              |
| ARTICLE 34      TEMPORARY TRANSFER              | 47              |
| ARTICLE 35      RESPONSIBILITY PAY              | 48              |
| Appendix "A" - Wages - Engineers                | 49              |
| Appendix "A" - Wages - Occupational Therapy     | 50              |
| Appendix "A" - Wages - Electronic Technologists | 51              |
| Appendix "A" - Wages - Plant Maintenance        | 53              |

|  | <u>PAGE NO.</u> |
|--|-----------------|
| Memorandum of Agreement -<br>Reduced Hours of Work<br>(Engineers, Occupational Therapy, Electronic Technologists)                              | 57              |
| Memorandum of Agreement -<br>Implementation of Reduced Hours of Work Memorandum<br>(Engineers, Occupational Therapy, Electronic Technologists) | 58              |
| Memorandum of Agreement -<br>Reduced Hours of Work (Plant Maintenance)   | 60              |
| Memorandum of Agreement -<br>Implementation of Reduced Hours of Work Memorandum<br>(Plant Maintenance)   | 61              |
| Memorandum of Agreement -<br>Impact of Hours of Work Reduction on Pension Plan   | 62              |
| Memorandum of Understanding -<br>Amnesty from Provincial Wage/Hours of<br>Work Reduction Legislation   | 63              |
| Letter of Understanding -<br>Article 9   | 64              |
| Letter of Understanding -<br>Casual Employees  | 65              |
| Memorandum of Agreement -<br>Casual Employees - Plant Maintenance  | 67              |
| Letter of Understanding -<br>Banked Time-Plant Maintenance   | 68              |
| Letter of Understanding -<br>Article 1412  | 70              |
| Letter of Understanding -<br>10 Hour Shift-Electronic Technologists  | 71              |

|   | <u>PAGE NO.</u> |
|---|-----------------|
| Letter of Understanding -<br>12 Hour Shift - Power Engineers,<br>Assistant Power Engineers, Maintenance Power Engineers   | 73              |
| Letter of Understanding -<br>12 Hour Shift - Shift Maintenance<br>Mechanics, Shift Electrical Mechanics                   | 75              |
| Memorandum of Agreement -<br>Training and Education Fund  | 77              |
| Letter of Understanding -<br>Qualification Requirements<br>Exemption - Shift Maintenance Mechanics, Maintenance Mechanics | 79              |
| Letter of Understanding -<br>Autonomy of Bargaining Units   | 80              |
| Letter of Understanding -<br>Article 1210 - Electricians, Shift Electrical Mechanics                                      | 81              |
| Letter of Understanding -<br>Qualification Requirement - Shift Engineers  | 82              |
| Letter of Understanding -<br>Temporary/Term Positions - Shift Electrical Mechanics and<br>Shift Maintenance Mechanics     | 83              |
| Letter of Understanding -<br>Joint Trusteeship  | 84              |
| Memorandum of Understanding -<br>Participation in Pension Plan  | a5              |
| Memorandum of Agreement -<br>Redeployment   | 86              |
| Memorandum of Agreement -<br>Proposal of Benefits Portability   | 87              |
| Letter of Understanding -<br>Classification - Occupational Therapist - <b>Skilled</b> Technician                          | 88              |

PREAMBLE: WHEREAS THE Employer and the Union desire to:

- a) promote co-operation and understanding between the Employer and its employees, and
- b) recognize the mutual value of joint discussion and negotiations of matters pertaining to working conditions, benefits and terms of employment, and
- c) encourage efficiency of operation, and
- d) promote the morale, well-being and security of members of the bargaining unit represented by the Union.

NOW THEREFORE, in consideration of the covenants herein contained, The Employer and the Union agree with each other as follows:

**ARTICLE 1  
SCOPE OF RECOGNITION**

**Applicable to Engineers Agreement:**

101 The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB 2971.

**Applicable to Occupational Therapy Agreement:**

The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB2731.

**Applicable to Maintenance Agreement:**

The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB 3389.

**Applicable to Electronic Technologists Agreement:**

The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB 3744.



102 New classifications, created during the term of the Agreement and coming within the scope of the bargaining unit as defined shall be added to Appendix "A".

**ARTICLE 2  
DURATION**

201 This Agreement shall be in full force and effect from the 1st day of ~~April, 1996~~ until the 31st day of ~~March, 1998~~. The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.

202 This Agreement may be amended during its term by mutual agreement.

203 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing of its intention, not more than ninety (90) days and not less than forty-five (45) days prior to the expiration date hereof.

204 If notice is not given under Article 203, within forty-five (45) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one year.

**ARTICLE 3  
MANAGEMENT RIGHTS**

301 Except as in this Agreement otherwise expressly provided, it is acknowledged that the Employer has the right, responsibility and authority to manage, operate, and generally regulate the Facility and its affairs and functions.

302 The Employer agrees to exercise its management rights and terms of this agreement in a consistent and equitable manner.

**ARTICLE 4  
UNION SECURITY**

- 401 All employees shall as a condition of employment, become and remain members in good standing in the Union.
- 402 The Employer agrees to deduct from the pay of each employee in the bargaining unit the current monthly union dues and/or assessments levied in accordance with written instructions from the Union.
- 403 The Employer will remit to the Union monthly any monies deducted, along with a list of employees from whom deductions have been made.
- 404 The Union shall notify the Employer in writing of any change in the amount of dues at least one month prior to the effective date of the change.
- 405 The Employer shall provide the union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.
- 406 The Employer shall include the amount of union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.
- 407 The Union shall save the Employer harmless from any claims from employees covered by this Agreement as a result of Union dues and/or assessments having been collected in accordance with the terms of this Article.
- 408 No employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 409 Supervisors and/or foremen and other employees of the Employer whose jobs are not classified within the bargaining unit shall not work on a recurring basis on jobs which have been determined as being within the bargaining unit except in cases of training or emergency.



**ARTICLE 5  
UNION REPRESENTATION**

501 The Union agrees to provide the Employer with a current list of Stewards and committee representatives of the Unit and will advise the Employer of any changes which may occur from time to time.

502 When meeting with the Employer, the number of employees attending as representatives of the Union, who shall suffer no loss in pay, shall be as follows:

a) In case of a grievance, the grievor(s) and one (1) representative.

b) In the case of local negotiations toward a collective agreement, including conciliation, mediation or arbitration:

a maximum of two (2) representatives for the Engineers Agreement.

a maximum of one (1) representative for the Occupational Therapy Technologists Agreement.

a maximum of three (3) representatives for the Maintenance Agreement.

a maximum of two (2) representatives for the Electronic Technologists Agreement.

c) In the case of central negotiations toward a collective agreement, including conciliation, mediation or arbitration, maximum representation shall be as follows:

Deer Lodge - 2 representatives

Grace - 2 representatives

Misericordia - 2 representatives

H.S.C. - 5 representatives

(2 Maintenance, 1 Engineer, 1 Occupational Therapy, 1 Electronic Technologist)

Seven Oaks - 1 representative

Concordia - 1 representative

Dauphin/Winnipegosis - ■ representative

- d) Employees whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.
- e) A shift employee attending negotiations with the Employer as a representative of the Union will not be expected to complete any portion of a shift of work on the day of the meeting nor to work the shift immediately before or after the negotiating meeting and will suffer no loss of pay as a result.

503 The business representative of the Union shall be permitted to meet with an employee during his working hours upon notification to the Employer, with the understanding that:

- a) the Union will take into account the legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted; and
- b) the Employer will take into account the legitimate interest of the certified bargaining agent in facilitating communication between its representatives and employees in the unit at the workplace.

#### **ARTICLE 6 NON-DISCRIMINATION**

601 It is agreed that there shall be no discrimination, interference, restriction, harassment, or coercion knowingly exercised or practised by the Employer, the Union, or any employee by reason of age, religion, race, colour, national origin, political or religious affiliation, sex, marital status, place of residence, family relationship, physical handicap, nor by reason of his membership or elected office in the Union.

602 The Employer and the Union agree that no form of sexual 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 sexual harassment shall be treated in strict confidence by both the Employer and the Union.

**ARTICLE 7  
DEFINITIONS**

- 701 An "employee" is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.
- 702 A "full time" employee is one who regularly works the full prescribed hours of work specified in Article 17.
- 703 A "part time" employee is one who regularly works less than full time hours, but not less than one shift per bi-weekly pay period.
- 704 a) A "temporary/term" employee is one who is employed:
- (i) for a specified period of time to replace an employee on vacation, a period of extended illness or a leave of absence, or;
  - (ii) to work on a particular project. The duration of employment for a temporary/term employee shall not exceed twelve (12) calendar months unless, at the time of hiring, the prospective employee and the Union are informed, in writing that the period of temporary employment is going to be of more than twelve (12) months duration. If the period of temporary employment is going to be of more than twelve (12) months duration, the Union would have to agree with any extension past twelve (12) months and in any case, the duration of the period of temporary employment would not be more than eighteen (18) months.
- b) No employee shall be laid-off and re-employed for the purpose of extending the period of temporary employment.
- c) A temporary/term employee is entitled to all provisions of the Collective Agreement unless otherwise specified.
- d) When the term for which a temporary/term employee has been hired ends, the employee will remain on the Employer's records after termination for an additional six (6) month period of time. If, during such six (6) months another temporary position for which the individual in question has the necessary qualifications and training

comes up; he would be given the offer of first refusal for that position, subject to the seniority of other employees of the bargaining unit.

If a temporary/term employee is recalled in this fashion, his second term of employment shall not exceed six (6) months unless otherwise mutually agreed between the Employer and the Union.

If recalled, a temporary/term employee shall retain his temporary seniority accrued during his first term for purposes of income protection accrual and utilization.

- e) A temporary/term employee may be required to complete a further three (3) month probationary period upon being awarded a permanent position.
- f) When a lay off of temporary/term employees is required the lay off shall be in reverse order of seniority within each classification within each project.
- g) All employees will be allowed to apply for temporary/term positions within the bargaining unit. If awarded the position, the Employee will receive the rate of pay applicable to such temporary/term position. Upon completion of the temporary/term position, an employee shall have the right to return to his former position without loss of benefits accrued prior to or during the period of temporary/term employment.

705

**Applicable to Engineers and Occupational Therapy Agreements:**

A "probationary" employee is one who has not completed three (3) months of continuous full time or four (4) months of part time employment or whose probation may be extended by not more than three (3) additional months, with written notice to the Union.

**Applicable to Maintenance and Electronic Technologists Agreements:**

A "probationary" employee is one who has not completed three (3) months of continuous full time or four (4) months of part time employment except where the Employer requests an extension of the probationary period and the Union agrees. This request, stating specific reasons for the extension shall be made in writing not later than two (2) weeks prior to

the end of the probationary period and the Union shall reply to this request within one week thereafter.

706 "Bi-weekly period" shall mean **the** two (2) calendar weeks constituting a pay period.

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

708 "Weekend" denotes Saturday and Sunday.

## **ARTICLE 8 BULLETIN BOARDS**

801 **Applicable to Engineers Agreement:**

The Union shall be allowed to use existing bulletin boards located in the Energy Centre.

801 **Applicable to Occupational Therapy Agreement:**

The Union shall be allowed to use existing bulletin boards located in the Occupational Therapy Department.

801 **Applicable to Maintenance Agreement:**

The Union shall be allowed to use existing bulletin boards in maintenance areas.

802 The Union Business Manager or designate agrees to comply with any reasonable written request from the Director of Employee Relations or designee to remove posted material on the grounds that it is damaging to the Employer.

801 **Applicable to Electronic Technologists Agreement:**

The Union shall be allowed to use existing bulletin boards located in the appropriate department.

802 The Union agrees to comply with any reasonable request to remove posted material on the grounds that it is damaging to the Employer.

**ARTICLE 9  
JOB CLASSIFICATION**

- 901 In the event that the Employer establishes *or* proposes to establish a new classification, or if there is a change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. The term "preferred" in a job description, or job posting, will not be deemed to be a necessary or required qualification for that job.
- 902 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 Appendix "A" of this Agreement.
- 903 If the Union files a written objection, then the parties hereto shall commence negotiations forthwith, and attempt to reach agreement as to the appropriate salary range.
- 904 Failing agreement, the matter may be referred to Arbitration in accordance with Article 11.
- 905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 906 At any time after an employee has been in a classification for three months, he shall have the right to request a review of his classification if he feels that the duties of the job have changed from those of the classification job description.
- 907 The Employer will examine the duties of the employee, compare them with the job description, and give a decision as to the validity of the request.
- 908 If the decision in Article 907 is not satisfactory to the employee, he may treat this request for change in classification as a grievance as laid out in Article 10.
- 909 **Any dispute** as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.

910 A revision to an existing **job** description to reflect more accurately the job content of any classification shall not constitute prima facie evidence of a substantial change in job content.

911 **Applicable to** Maintenance Agreement:

The Employer agrees that all employees in all classifications not possessing the required secondary education, for example Grade XII, will be deemed to possess the equivalent secondary education. This is applicable to all employees on staff on date of signing of this Agreement.

912 **Applicable to** Maintenance Agreement:

No employee shall lose employment or be laid off as a result of a change to the qualifications required in a job description, except where changes to qualifications are required by law.

Where additional skills or licensing are necessary, training shall be as provided for in Article 2203.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

1001 The Employer recognizes that Stewards and Officers have duties and responsibilities towards and on behalf of the Union and are required at times to leave their jobs to investigate and process grievances, or discuss with supervisors other matters affecting employees. The Union recognizes that Stewards and Officers are employees of the employer and as such have jobs to perform on behalf of the Employer. When it becomes necessary for Officers or Stewards to leave their jobs to attend to the above matters, they will give their Supervisor as much advance notice as possible, and arrangements will be made by their Supervisor to leave their jobs with no loss of pay as soon as reasonably possible, but normally not later than one(1) hour following the request.

The Union agrees that there will not normally be duplication of duties or responsibilities of its Stewards and Officers, however, it is recognized that there may be times when because of circumstances, the union or the Employer may deem it necessary to have more than one representative attend to the matter.

1002 A "grievance" shall mean any dispute between an employee, group of employees or the Union and the Employer regarding the interpretation,

application or alleged violation of this Agreement.

1003 For the purposes of determining lengths of time in the following grievance and arbitration procedures, Saturdays, Sundays and General Holidays are excluded.

1004 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the controversy is settled between the representatives of the Employer and the Union.

1005 At each step of the grievance procedure, the grievant may elect to be represented or accompanied by one or more Union representatives.

1006 **Step 1**  
Within fourteen (14) calendar days after the cause of a grievance manifests itself, the grievant shall attempt to resolve the dispute with his immediate supervisor outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) days of return.

1007 **Step 2**  
If the grievance is submitted but not resolved within the time period stipulated in Article 1006, the grievant and/or Union representative may, within the ensuing seven (7) calendar days submit the grievance in writing to the appropriate Department Head or designee stating allegations and redress sought.

1008 **Step 3**  
Failing settlement of the grievance within seven (7) calendar days after submission under Article 1007, the Union may refer that matter to the Director of Employee Relations or designee, or the Vice-president - Human Resources within a further ensuing seven (7) calendar days.

1009 The Director of Employee Relations or designee, or the Vice-president - Human Resources shall present a written decision to the Union within seven (7) calendar days after receiving the grievance. If the dispute is not resolved by this decision the Union and/or Employer may refer the matter to Arbitration by serving written notice to the other party of its intention within seven (7) calendar days thereafter.

1010 A grievance concerning general application or interpretation of the



Agreement, including the question of whether a matter falls within the scope of this Agreement or which affects a group of employees or the Union, may be referred directly to the Director of Employee Relations or designee, or the Vice-president - Human Resources by the Shop Steward or delegate.

1011 A grievance arising from a dismissal may be initiated at the Director of Employee Relations or Vice-president - Human Resources level.

## **ARTICLE 11 ARBITRATION PROCEDURE**

1101 In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement is not settled through the grievance procedure, such matter shall be the subject of Arbitration in accordance with the procedure set out hereunder.

1102 Either party, within ten (10) calendar days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to Arbitration.

1103 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a single Arbitrator, the notice referred to in Article 1102 shall so state.

- a) Where the party who receives the notice accepts the request for a single Arbitrator, the parties will attempt to reach agreement on the selection of a single Arbitrator within ten (10) calendar days.
- b) Where the party who receives the notice rejects the request for a single Arbitrator or where the parties have failed to reach agreement on the selection of a single Arbitrator within ten (10) calendar days, either party may submit the name of its appointee to a Board of Arbitration to the other party, in accordance with Articles 1104, 1105, 1106 of this Agreement within ten (10) calendar days.
- c) Where the parties have agreed to a single Arbitrator, the single Arbitrator shall be considered to be an Arbitration Board for purposes of this Agreement.

1104 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a three person Board, the notice referred to in Article 1102 shall contain the first party's appointee to the Arbitration Board.

- 1105 The party receiving such notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration-Board, failing which the Minister of Labour shall be empowered to make such appointment.
- 1106 Within ten (10) calendar days following their nomination, the appointees to the Board shall select a mutually acceptable appointee as a Chairman, or forward a request to the Minister of Labour for Manitoba to make such appointment.
- 1107 It is mutually agreed by both parties to this Agreement that the decision of the Chairman, in the absence of a majority decision of the Board, shall be final, binding and enforceable upon the Employer, the Union and the Grievant.
- 1108 The Chairman or Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereto.
- 1109 Any costs incurred by either party relative to an Arbitration procedure shall be borne by that party, except that the costs of the Chairman of the Board shall be shared equally by the Employer and the Union.
- 1110 An employee who has been unjustly suspended or discharged in the opinion of the Board, shall be immediately reinstated in his former position without loss of seniority. He may or may not be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or a Board of Arbitration.
- 1111 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1112 The time limit fixed in both the grievance and arbitration procedure may be extended by mutual agreement and shall be confirmed in writing.

## **ARTICLE 12 SENIORITY**

- 1201 a) Seniority shall be defined as the length of an employee's service since the last date on which he commenced work with the Employer.

b) Employees who have completed their probationary period shall be regarded as falling into two classes:

- i) Those with "Departmental" seniority
- ii) Those with "Facility" seniority.

1202 Seniority will terminate if an employee:

- a) resigns
- b) is discharged for cause and not reinstated under the grievance procedure
- c) is laid off for more than **thirty-six (36)** months
- d) fails to report for **duty** within fourteen (14) calendar days after notification to do so by registered letter to his last known address
- e) fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without reasonable explanation
- f) is promoted out of the bargaining unit and completes the necessary trial period.

Where an employee's seniority terminates, it will be equivalent to termination of employment.

1203 Seniority will be retained but will not accrue if an employee:

- a) is on any unpaid leave of absence in excess of four **(4)** consecutive weeks in any calendar year
- b) is in receipt of the total and permanent disability benefits established under any disability or pension plan
- c) is laid off for more than eighteen (18) weeks and less than **thirty-six (36)** months
- d) is on any unpaid leave of absence to seek or hold public office.

1204 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 income protection
- c) is on any period of paid vacation
- d) is on any period of Worker's Compensation
- e) is on layoff of eighteen (18) weeks or less
- f) is on any period of unpaid leave of absence up to four **(4)** weeks.

1205 The length of seniority will determine the level of benefit entitlement of such benefits as vacation, Actual entitlement in any calendar year for

vacations is based on paid hours, including any period of Workers Compensation up to one (1) year in the appropriate time period;. Vacation accrued and not utilized prior to the period of Worker's Compensation shall be maintained by the employee for use upon return to normal duties,

1206 A temporary or casual employee shall have no seniority rights in matters of hiring, transfer, promotion, layoff, or recall over permanent part time or full time employees.

1207 Temporary employees upon becoming permanent full time employees will have their service connected for seniority purposes.

1208 The Employer will, within two (2) months following a written request by the Union, compile and submit a seniority list including the names of all members of the bargaining unit, along with their length of service for seniority purposes. In periods when layoffs are anticipated, updated information will be delivered to the Union.

1209 Seniority within the bargaining unit shall be the determining factor in matters of promotion providing the employee has the necessary qualifications and a good employment record.

Seniority within the bargaining unit shall be the determining factor in matters of layoff and recall or re-employment following layoff.

1210 LAYOFF AND RECALL

When a layoff becomes necessary, employees other than probationary and temporary will be allowed to exercise their seniority as follows:

1210 Applicable to Engineers, Occupational Therapy and Maintenance Agreement:

- a) The least senior employee in a classification affected by a layoff shall be the first laid off. An employee so displaced will be permitted to displace a less senior employee in any other occupational classification within the scope of the bargaining unit, provided he has the necessary qualifications to perform the work.

1210 **Applicable to Electronic Technologists Agreement:**

- a) The least senior employee in a classification in the Department affected by a layoff shall be the first laid off. An employee so

displaced will be permitted to displace a less senior employee in any other occupational classification within the scope of the bargaining unit, provided he has the necessary qualifications to perform the work.

1210

**Applicable to all Agreements:**

- b) The second employee so displaced will be permitted to exercise the same right as the first employee.
- c) This system will continue until the employment of the employee or employees who are finally displaced by the exercise of this subsection will be considered laid off, subject to recall as outlined below in the Recall Procedure.
- d) In the event of a layoff, an employee in Section (a) above and the Union shall be given **ninety (90) days** advance written notice. The Union will be provided with an updated seniority list at this time.
- e) If an employee exercises his seniority rights to retain employment with the Employer in the event of a layoff, then he shall receive the wage rate of the classification to which he was transferred by virtue of the layoff if the wage rate is higher. If the wage rate of the classification to which he was transferred is lower, he shall be red-circled.

RECALL

- a) To qualify for recall, it shall be the responsibility of the employee to keep the Human Resources Department of the Employer informed in writing of his current address. The Human Resources Department shall maintain a recall list for a period up to a maximum of **thirty-six (36)** months.
- b) Employees shall be recalled in order of their seniority where jobs become available provided he has the necessary qualifications to perform the work following a trial or instruction period which only may be necessary if the employee takes a position other than the position he was laid off from.
- c) The Employer shall give notice of recall by Registered Mail to the employee's recorded address as in a) above and to the Union. The employee must notify the Employer of his intention to return to work

within three (3) working days from receipt of the Registered Letter.

- d) An employee recalled for duty must be prepared to report for duty within fourteen (14) calendar days after notifying the Employer of his intent to return to work.
- e) An employee shall have the right to return to his former occupational group and classification before a new employee is hired into it or any other less senior employee is hired into it. An employee who fails to exercise the aforementioned right shall lose all seniority rights to the appropriate occupational group of his former classification in which he refused recall.
- f) A laid off employee's right to be recalled under this Collective Agreement will be terminated under the following circumstances:
  - i) If he did not communicate with the Employer's Human Resources Department or report for duty when called by the Employer, within the time limits above unless for reasons of illness for which a Doctor's certificate will be required.
  - ii) if he has been laid off more than thirty-six (36) months without being recalled by the Employer.

#### PROMOTIONS & TRANSFERS

- 1211 a) All promotions and voluntary transfers are subject to a three month trial period unless the Employer requests an extension, of the trial period and the Union agrees. This request, stating specific reasons for the extension, shall be made in writing not later than two (2) weeks prior to the end of the trial period and the Union shall reply to this request within one (1) week thereafter.
  - b) During this trial period, the promoted or transferred employee, upon written application, shall revert to his former classification or service, or may be returned to his former position by the Employer, without loss of benefits accrued prior to and during the trial promotion or transfer.
- 1212 Upon promotion, an employee shall receive a salary applicable to his new classification which provides an increase above his former salary.
- 1213 The date of promotion will become an employee's anniversary date for salary increment purposes.

1214 **Applicable to Engineers Agreement:**

The Employer agrees to post notice on Energy Centre bulletin boards, for all vacancies within the scope of this Agreement, stating required qualifications, for a period of not less than seven (7) calendar days.

1214 **Applicable to Occupational Therapy Agreement:**

The Employer agrees to post notice on Occupational Therapy bulletin boards, for all vacancies within the scope of this Agreement, stating required qualifications, for a period of not less than seven (7) calendar days.

1214 **Applicable to Maintenance Agreement:**

The Employer agrees to post notice on Maintenance bulletin boards, for all vacancies within the scope of this Agreement, stating required qualifications, for a period of not less than seven (7) calendar days.

1214 **Applicable to Electronic Technologists Agreement:**

All vacant positions which fall within this Agreement shall be posted for a period of seven (7) days, stating required qualifications.

1215 This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.

1216 Provided that applicants are equally qualified, preferential consideration shall be given to present employees of the Employer.

1217 Each employee who applies for a posted vacancy will be notified in writing of the disposition of his application.

TRAINING

1218 Employees shall be encouraged to improve their abilities by participation in available training programs.

1219 Upon written application by the employee to the Department Head, necessary time off, and subsidies for tuition, registration fees, supplies and travel and living allowances may be granted to employees to attend educational and training programs which are relevant to his employment at the Facility. The Department Head will make available information and

technical data with respect to educational and training programs that an employee may apply for.

In the event the Employer introduces new or updated equipment which would normally be serviced by the employees in the bargaining unit, employees shall be oriented and instructed in the maintenance and servicing of such equipment.

1220 **Applicable to Engineers Agreement:**

Upon written notification to the Department Head, employees shall be granted necessary time off with pay to write the exams required by the Manitoba Government for certification.

**ARTICLE 13  
INCOME PROTECTION**

1301 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness, for which compensation is not payable under Workers Compensation Act, shall be entitled to his regular basic pay to the extent that he has accumulated income protection credits subject to the following conditions.

1302 The Centre agrees to recognize income protection credits accumulated prior to the signing of this Agreement.

1303 Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 1/4) days per month.

1304 Income protection credits will accumulate on the same basis as seniority under Article 12.

1305 No employees shall be permitted to utilize income protection benefits during the first three (3) months of employment.

1306 An employee shall be allowed to utilize up to five (5) days income protection per fiscal year (**April 1** to March 31) for absence due to sudden or serious illness or injury of his spouse, dependent child, or parent. An employee must maintain a minimum of **twelve** (12) days in his sick time credits after utilizing the above.



1307      **Applicable to Engineers, Maintenance and Electronic Technologists Agreements:**

An employee who will be absent due to illness or injury must inform his Department Head prior to commencement of his next scheduled shift, or as soon as reasonably possible thereafter. Shift employees shall notify the employee they are scheduled to relieve,

1307      **Applicable to Occupational Therapy Agreement:**

An employee who will be absent due to illness or injury must inform his Department Head prior to commencement of his next scheduled shift, or as soon as reasonably possible thereafter.

1308      **Applicable to Engineers, Occupational Therapy and Maintenance Agreements:**

The Employer reserves the right to consult the employee's doctor and if in reasonable doubt, to appoint another physician to visit and examine the employee, or to require the Staff Health Nurse to visit and examine the employee at home, in order to determine the extent and severity of the illness and to determine if an adequate program of treatment is being followed.

1308      **Applicable to Electronic Technologists Agreement:**

The Employer reserves the right to consult the employee's doctor and if in reasonable doubt, to appoint another physician to visit and examine the employee, in order to determine the extent and severity of the illness and to determine if an adequate program of treatment is being followed.

1309      The **parties agree to work together** in the review of income protection in order to ensure that it is utilized in accordance with this Collective Agreement.

1310      If an employee is to be absent due to illness for a period exceeding his income protection credits, including UIC, he must request, or cause someone on his behalf to request a leave of absence in writing within ten (10) days of his last paid day of income protection, in which the length of leave is stated. In such cases, an employee, other than probationary, will be granted an unpaid leave of absence of up to one (1) year beyond his income protection credits. Upon return to work the employee shall be placed in his former position, provided the position is still current and

provided the employee is capable of performing the required functions. A medical certificate will be required. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.

1311

When an employee is unable to work as a result of an injury or illness incurred in the course of his duties, the employee will inform the Employer so that a claim for compensation benefits can be forwarded to the Workers Compensation Board. Workers Compensation payments will be paid directly to the employee by the Workers Compensation Board.

Where an employee has applied for W.C.B. benefits and where a loss of normal salary would result while awaiting a W.C.B. decision, the employee may elect to receive from the Employer an advance subject to the following conditions:

- a) Advance payment(s) shall not exceed the employee's regular net salary. Regular net salary will be based on the employee's usual gross salary (exclusive of overtime and allowances) less the employee's usual Income Tax deduction, Canada Pension Plan contributions, and Unemployment Insurance deduction.
- b) The advance will cover the period of time from the date of injury until the date the final W.C.B. decision is received. However, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total amount of the advance.
- d) In the event that the W.C.B. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

- f) When an employee is in receipt of Workers Compensation Benefits, the Employer agrees to provide a net supplement so that the sum of such net Supplement and the Workers Compensation net payment will equal the employee's regular net salary.
- g) The employee may request the Employer to deduct from the supplement, if sufficient, or where the employee elects to receive an advance, the contributions which would have been paid by the employee to the Pension Plan, Dental Care Plan, and the Group Life Plan. If the supplement is not sufficient, the employee may forward self payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual proportionate contribution to these benefit plans while the employee contributes.
- h) Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the W.C.B. covering all related costs.

1312

A Committee will be created to administer the Joint Health Fund to be composed of three (3) Union members, two (2) Management representatives and a neutral non-voting Chairman. The duties:

to establish a constitution which details the conditions for the distribution of the funds.

Such Committee would meet at least three (3) times per year. Funding would be maintained in a separate trust account, and interest obtained from investing the monies in that account will be added to the fund.

The Employer will offer free accounting services to assist in the objective that the funds be used for health employee benefits solely.

The Employer or the Union places no specific bounds for the use of the funds, except that they be used for the health advantage of the employees and that no damage results for the Facility or any of its officers.

The Employer shall credit the Joint Health Fund with sixteen (\$0.16) cents per hour for all paid hours of employees in these units. Effective January 1, 1993, the Employer shall credit the Joint Health Fund with eighteen (\$0.18) cents per hour for all paid hours of employees in these units on

the condition and understanding that when calculating the hourly rates of pay for January 1, 1993 after settlement of the negotiated increase the hourly rate of pay will be reduced by one (\$0.01) cent per hour. These monies will be credited every second pay period and a reconciliation of the amount will be forwarded to the Union on a monthly basis.

The Employer will continue crediting the fund with applicable U.I.C. rebates as heretofore. All monies in the fund as at December 31, 1991 will remain in the fund.

#### **ARTICLE 14 VACATION**

- 1401 Every employee hired before May 1st, will be granted vacation at his basic rate of pay during the ensuing vacation year, which extends from May 1st to April 30th.
- 1402 An employee who has completed less than one (1) year's continuous employment as of **April 30th**, will be granted vacation based on a percentage of hours worked. Such employee may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 1403 An employee who has completed one (1) year's continuous employment as of April 30th, will be granted three (3) weeks vacation at his basic rate of pay during the ensuing vacation year (for Shift Engineers, three (3) weeks equals 120 working hours off).
- 1404 An employee who will have completed four (4) or more years of continuous employment as of April 30th will be granted four (4) weeks vacation at his basic rate of pay during the ensuing vacation year (for Shift Engineers, four **(4)** weeks equals 160 working hours off).
- 1405 An employee who will have completed eleven (11) or more years of continuous employment as of April 30th will be granted five (5) weeks vacation at his basic rate of pay during the ensuing vacation year (for Shift Engineers, five (5) weeks equals 200 working hours off).
- 1406 An employee who will have completed twenty-one (21) years of continuous employment as of April 30th will be granted six (6) weeks vacation at his basic rate of pay during the ensuing vacation year (for Shift Engineers, six (6) weeks equals 240 working hours off).

1407 Vacation entitlement in the year of the fourth (4th), eleventh (11th) and twenty-first (21st) anniversary will be established on a pro rata basis for those employees whose anniversary occurs after-April 30th.

1408 **Applicable to Engineers, Maintenance and Electronic Technologists Agreements:**

The whole of the calendar year shall be available for the taking of vacations. Vacations for two consecutive years may be taken together if approved by the Department Heads.

1408 **Applicable to Occupational Therapy Agreement:**

The whole of the calendar year shall be available for the taking of vacations. Vacations for two consecutive years may be taken together if approved by the Department Heads.

The normal vacation period will be from April 30th to September 30th, however, requests for vacation at times other than normal vacation period will be considered by the Director of Occupational Therapy Services.

1409 The seniority of employees will be recognized in assigning vacation choices by the following methods.

1410 A list of employees in the Department, by seniority sequence shall be posted by Management not later than February 28th of each year.

1411 Up to and including March 31st, employees will be given an opportunity to indicate their choice of vacation time, and shall attempt to mutually agree on their vacation preference.

1412 Where there is a conflict in vacation preference for two (2) or more employees within the same classification, seniority shall be the determining factor.

1413 In the event that an employee does not indicate his vacation preferences prior to March 31st, he loses his seniority privileges for that vacation period only.

In the event that two or more employees fail to indicate their vacation preference by March 31st, seniority shall be the determining factor between those employees. All vacation determined by this method will have to be mutually agreed to between employee and supervisor.

1414 When an employee exercises his seniority under Article 1412, he shall be dropped to the bottom of the seniority list for preference of future vacations.

1415 Where there is a conflict in vacation preference for two (2) or more employees within the same classification a maximum of three (3) weeks vacation may be taken at one time during the summer months.

1416 A vacation schedule will be posted no later than April 15th of each year

1417 An employee who terminated for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.

1418 Partial vacation and partial vacation pay will be calculated as follows:

|                            |                               |
|----------------------------|-------------------------------|
| Fifteen (15) days per year | 5.769% of regular paid hours  |
| Twenty (20) days per year  | 7.692% of regular paid hours  |
| Twenty-five (25) days/year | 9.615% of regular paid hours  |
| Thirty (30) days per year  | 11.539% of regular paid hours |

**Note:** Paid hours include regular worked hours, paid income protection hours, paid leave of absence hours and paid vacation hours.

1419 For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.

1420 Where an employee qualified for sick leave involving hospitalization or bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

## **ARTICLE 15 GENERAL HOLIDAYS**

1501 The following are recognized as General holidays for purposes of this Agreement:

|                      |                  |
|----------------------|------------------|
| New Year's Day       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Victoria Day         | Remembrance Day  |
| Dominion Day         | Christmas Day    |
| August Civic Holiday | Boxing Day       |

Easter Monday  
and any other day proclaimed by National, Provincial. or Civic  
Government.

1502 An employee required to work on any of the foregoing holidays shall be paid at double time his regular rate of pay for hours worked and shall be offered an alternate day off with basic pay at a time mutually agreeable between the Employer and the employee. Failing mutual agreement, pay shall be granted in lieu.

1503 If a general holiday falls on an employee's day off, or during his annual vacation, he shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.

1504 **Applicable to Engineers and Occupational Therapy Agreement:**

An alternate day off *in* lieu of a holiday must be taken within six (6) months before or after the holiday, and no employee shall be allowed to utilize more than three (3) such days at one time.

1504 **Applicable to Maintenance and Electronic Technologists Agreement:**

An alternate day *off* in lieu of a holiday must be taken within thirty (30) days before or after the holiday, and no employee shall accumulate more than two (2) days.

1505 Failing mutual convenience of the Employer and the employee, an alternate day off may be scheduled by the Employer, or the Employer and employee may agree to payment at basic rate in lieu of an alternate day Off.

1506 If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.

## **ARTICLE 16 LEAVE OF ABSENCE**

1601 Except as otherwise expressly provided herein, requests for leaves of absence with or without pay, will be considered by the Employer.

1602 Except in emergency circumstances, all requests for leave of absence must be made in writing, specifying the reason for the leave and the

proposed dates of departure and return.  
1603 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.

1604 In the event of the death of a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, common-law-spouse, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandchild, fiancée, former legal guardian or grandparent, an employee shall be granted up to five (5) consecutive working days leave with pay.

1605 Requests for compassionate leave for purposes other than death, such as illness in the family, personal loss due to fire, theft, etc. shall be considered at the discretion of the Department Head or designee according to individual requirements.

1606 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

1607 An employee required to serve as a juror or subpoenaed as a witness (in any legal proceedings) shall receive leave of absence at his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.

1608 Employees granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.

1609 Adoption/Parental Leave

Up to seventeen (17) weeks of leave of absence without pay will be granted to an employee upon adoption of a child, such leave to be commenced within fifty-two (52) weeks of the date the child comes into custody. An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of the leave unless otherwise agreed to by the Employer.

The 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.

1610 Paternal Leave

(a) A male employee shall be entitled to one (1) day leave of absence with pay within seven (7) days of the birth of his



child.

- (b) Upon written request providing a minimum of four (4) weeks notice, up to seventeen (17) weeks of leave of absence without pay will be granted to an employee following the birth of his child, such leave to be commenced within fifty-two (52) weeks of the child's birth. An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of the leave.

1611 Maternity/Parental Leave

**Up** to thirty-four (34) weeks of leave of absence without pay will be granted subject to the following conditions:

- (a) An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of the leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twentieth (20th) week of pregnancy and not less than four (4) weeks before the intended date of the leave, indicating length of time requested.
- (c) **Not applicable to Electronic Technologists Agreement:**  
In the interest of job performance or employee health, the Employer will have the right to place the employee on maternity leave subject to the adjudication of the Staff Health Department with the employee's qualified medical practitioner.
- (d) Upon written request by the employee, additional unpaid leave of absence up to eighteen (18) weeks may be granted at the discretion of the Employer. If such leave is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave is taken.

1612 An employee may choose to receive up to five (5) day's payment of normal weekly salary from accumulated sick leave credits before or after the fifteen (15) weeks of absence for maternity leave covered by Unemployment Insurance.

1613 If an employee wishes to return to work after maternity leave, she shall

provide the Employer with at least four (4) week's notice, On return from maternity leave, the employee shall be placed in her former classification and shift schedule at the same salary level.

1614 The Employer and the Union agree that employees should be encouraged and afforded opportunities to upgrade their qualifications both to enhance their current job and supplement their opportunity for advancement. Therefore, an employee who wishes to apply for a leave of absence without pay for this purpose, shall submit his request in writing to the Employer. Any such request shall be dealt with on an individual basis and if granted, the employee shall not suffer any loss of seniority during such leave which shall not exceed twelve (12) months. The leave may be extended upon request. For employees working rotating shifts, the Employer will endeavour to arrange shift coverage to allow course attendance.

On return from an approved educational leave, the employee shall be placed in his former classification at the same salary level.

The Employer shall make every reasonable effort to assure that an employee returns to his former shift schedule.

1615 A leave of absence without pay shall be granted to Union representatives for the purpose of attendance at Union functions.

An employee must submit a written request within twenty-one (21) days of the requested leave. Not more than one (1) employee may be absent at the same time from the same classification.

- 1616
- (a) Where the Employer requires an employee to attend educational conferences, workshops or courses during his regular hours of work, the registration, tuition fees, basic salary and related expenses shall be paid by the Employer.
  - (b) Where the Employer requests an employee to attend educational conferences, workshops, or courses outside his regular hours of work, any such educational conferences, workshops or courses shall be optional to the employee. If the employee attends educational conferences, workshops, or courses outside his regular hours of work, the registration fee, tuition fees, related expenses and basic salary for those hours actually spent while in attendance at such programs shall be paid by the Employer.

**ARTICLE 17**  
**HOURS OF WORK & SHIFTS**

**This Article** applicable to Maintenance Agreement:

1701 The regular working hours for employees other than those covered by the memorandum of understanding shall not exceed eight (8) hours in one day or *forty* (40) hours per week (exclusive of meal periods). A week shall be five consecutive days, Monday to Friday. The day shift shall normally commence at 8:00 a.m. and conclude at 4:30 p.m. However, by majority vote of the bargaining unit the commencement time and finish time may be altered to the extent that the day shift may commence no earlier than 7:30 a.m. The normal meal period shall be from 12:00 to 12:30 p.m.

The Union shall notify the Employer in writing, providing ninety (90) days notice of any changes in commencement and finish times.

The regular hours of work for employees working rotating shifts shall be as per attached letter of understanding and shift schedule.

Effective date of signing, an employee who is authorized to return to work during an unpaid meal period shall receive overtime pay for the meal period in accordance with Article 18 of this Agreement. Under these conditions if an employee suffers a loss of his meal, he shall be provided with a meal ticket by the Employer. An employee will be allowed to complete his meal period at the earliest available opportunity.

1702 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty.

1703 Except as expressly authorized by the Employer, employees are required to remain available for duty within the plant during the rest periods.

1704 There will be no payment for occasional overtime periods or deduction for occasional tardiness of less than fifteen (15) minutes in a day.

1705 Regular full-time employees shall not be scheduled to work a split shift.

1706 Employees who are scheduled to work and so report and are sent home by the Employer, shall be paid three (3) hours pay, plus mileage to and from the Facility for reporting to work if the Employer is responsible for the scheduling error.

1707 Employees are required to punch in and out at the beginning and end of each day.

NOTIFICATION OF CHANGE IN SHIFTS

1708 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the (working hours of) shift of any employee or group of employees within the scope of this Agreement. During the subsequent period, the Employer and the Union shall engage in joint discussions regarding the proposed shift change to reach a mutually satisfactory solution. If a satisfactory solution is not reached, the employee or employees will change shifts as proposed but the matter would be subject to the grievance procedure (Step 3 Article 1008).

1709 The Employer shall notify the Union in writing of any temporary change in shift as soon as reasonably possible but not later than two (2) weeks prior to commencement of the change.

1710 A temporary change in shift, except where mutually agreed upon by the Employer and the Union, shall be deemed to be of two (2) week's duration.

1711 Unless mutually agreed upon by the Employer and the Union, there shall not be temporary changes in shift when the change involves weekend work.

1712 Employees who leave the premises for lunch or any other time during the day are required to punch in and out for the time they are off the premises.

**This Article applicable to Engineers Agreement:**

1701 a) The regular working hours for employees other than those covered by the memorandum of understanding shall not exceed eight (8) hours in one day or forty (40) hours per week (exclusive of meal periods). A week shall be five consecutive days, Monday to Friday (7:00 a.m. - 3:30 p.m. unless otherwise mutually agreed by the Employer and the majority of the employees affected). The normal lunch break shall be from 12 - 12:30 p.m. whenever possible.

The regular hours of work for employees working rotating shifts shall be as per attached letter of understanding and

shift schedule.

- b) The regular hours of work for employees working shift shall be eight (8) hours in one day and forty (40) hours per week (inclusive of meal periods).

1702 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty.

1703 Except as expressly authorized by the Employer, employees are required to remain available for **duty** within the Centre during the rest periods.

1704 Not applicable.

1705 Regular full-time employees shall not be scheduled to work a split shift.

1706 Employees who are scheduled to work and so report and are sent home by the Employer, shall be paid three (3) hours pay, plus mileage to and from the Facility for reporting to work if the Employer is responsible for the scheduling error.

1707 Maintenance relief engineers who temporarily change shifts without receiving a minimum of three (3) day's notice shall be paid at applicable overtime rates for the first three (3) days they are in the changed shift for all hours worked outside of their regular working hours. After three (3) days, they will be deemed as having fallen into the relieved shift schedule at regular rates.

#### NOTIFICATION OF CHANGE IN SHIFTS

1708 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the (working hours of) shift of any employee or group of employees within the scope of this Agreement. During the subsequent period, the Employer and the Union shall engage in joint discussions regarding the proposed shift change to reach a mutually satisfactory solution. If a satisfactory solution is not reached, the employee or employees will change shifts as proposed but the matter would be subject to the grievance procedure (Step 3 Article 1008).

1709 **Not applicable.**

1710 **Not applicable.**

1711 **Not applicable.**

**This Article applicable to Occupational Therapy Agreement:**

- 1701 The regular working hours for employees shall not exceed seven and three-quarter (7 3/4) hours in one day or thirty-eight and three-quarter (38 3/4) hours per week (exclusive of meal periods).
- 1702 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty.
- 1703 **Not applicable.**
- 1704 There will be no payment for occasional overtime periods or deduction for occasional tardiness of less than fifteen (15) minutes in a day.
- 1705 Regular full-time employees shall not be scheduled to work a split shift.
- 1706 Employees who are scheduled to work and so report and are sent home by the Employer, shall be paid three (3) hours pay, plus mileage to and from the Facility for reporting to work if the Employer is responsible for the scheduling error.
- 1707 **Not applicable.**
- 1708 **Not applicable**
- 1709 **Not applicable.**
- 1710 **Not applicable.**
- 1711 **Not applicable.**

**This Article applicable to Electronic Technologists Agreement:**

- 1701 The regular working hours *for* employees other than those covered by the memorandum of understanding shall not exceed seven and three-quarter (7 3/4) hours in one day or thirty-eight and three quarter (38 3/4) hours per week (exclusive of meal periods). A week shall be five consecutive days, Monday to Friday. The normal lunch break shall be from 12 - 12:30 p.m. whenever possible (Rehab Engineering 12 - 12:45 p.m.).

The daily starting and leaving times may be altered by mutual agreement between the Employer and the majority of employees affected.

The regular hours of work for employees working ten (10) shifts shall be as per attached letter of understanding and shift schedule.

- 1702 Regular hours of work shall include a rest period of twenty (20) minutes during each continuous three (3) hour period of duty.
- 1703 Except as expressly authorized by the Employer, employees are required to remain available for duty within the plant during the rest periods.
- 1704 There will be no payment for occasional overtime periods or deduction for occasional tardiness of less than fifteen (15) minutes in a day.
- 1705 Regular full time employees shall not be scheduled to work a split shift.
- 1706 Employees who are scheduled to work and so report and are sent home by the Employer, shall be paid three (3) hours pay, plus mileage to and from the Facility for reporting to work if the Employer is responsible for the scheduling error.
- 1707 **Not applicable.**

NOTIFICATION IN CHANGE IN SHIFT

- 1708 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the (working hours of) shift of any employee or group of employees within the scope of this Agreement. During the subsequent period, the Employer and the Union shall engage in joint discussions regarding the proposed shift change to reach a mutually satisfactory solution. If a satisfactory solution is not reached, the employee or employees will change shifts as proposed but the matter would be subject to the grievance procedure (Step 3 Article 1008).
- 1709 The Employer shall notify the Union in writing of any temporary change in shift as soon as reasonably possible but not later than two (2) weeks prior to commencement of the changes.
- 1710 A temporary change in shift, except where mutually agreed upon by the Employer and the Union, shall be deemed to be of two (2) week's duration.
- 1711 Unless mutually agreed upon by the Employer and the Union, there shall not be temporary changes in shift when the change involves weekend work.

## ARTICLE 18 OVERTIME

- 1801 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours established in accordance with Article 17.
- 1802
- a) Employees shall receive one and one-half (1 1/2) times their basic rate of pay, or time and one-half (1 1/2) off at basic pay (if mutually agreed upon) for the first two (2) hours of overtime in any one day:
  - b) Two (2) times their basic rate of pay, or double (2) time off at basic pay (if mutually agreed upon) for overtime beyond the first two hours in any one day, or when they are called back outside of regularly scheduled hours after 2200 hours;
  - c) Two (2) times their basic rate of pay, or double (2) time off at basic pay (if mutually agreed upon) for overtime worked on their scheduled day of rest;
  - d) Employees shall be **paid** a minimum of one (1) hour at overtime rates for overtime performed at the conclusion of a regular shift.
- 1803 An employee who is called back to work and works outside of his regular working hours shall be paid a minimum of three (3) hours at overtime rates, and after 2400 hours a minimum of four (4) hours at overtime rates.
- 1804 A callback shall be defined as any call back to work received by an employee during the period between his completion of work and subsequent starting time.
- 1805 An employee who works overtime for a period in excess of two (2) hours shall be granted \$4.00 for a meal and a further \$4.00 for each subsequent four (4) hour overtime period.
- 1806 All overtime periods shall include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.
- 1807 Employees shall be paid for one thirty (30) minute lunch break (at overtime rates) during overtime periods of up to one shift.
- 1808 No employee shall be required to work overtime against his wishes when



other qualified employees within the same classification are available and willing to perform the required work.

- 1809 Overtime hours on any General Holiday which was an employee's scheduled day off will be paid at double and a half times (2 1/2X)
- 1810 An employee shall not be required to lay off during regular hours to equalize any overtime worked.
- 1811 Except as provided, there shall be a minimum of eight (8) hours rest period after any overtime worked without loss of pay for regularly scheduled hours. However, if the Employer is unable to guarantee such a rest period, overtime rates shall be paid to the affected employee for the next **shift**.

Where an employee is called into work within two (2) hours of his next scheduled shift and provided the employee has not already been called in to work since the completion of his last scheduled shift, the rest period will not apply. The employee will be paid the minimum call back and will receive the regular rate for the regular shift.

#### STANDBY

**The following Articles 1812 - 1816 is applicable only to Maintenance and Electronic Technologists Agreements:**

- 1812 Standby refers to any period of time during which an employee is required to be immediately available by direct telephone or other contact.
- 1813 (a) Employees on standby shall be paid two (2) hours basic pay for each eight (8) hour period.
- (b) Employees on standby on a General Holiday shall be paid three (3) hours basic pay for each eight (8) hour period.
- 1814 Employees who are called back while on standby shall be paid a minimum of two (2) hours at overtime rates for a call back occurring prior to midnight and a minimum of three (3) hours at overtime rates for a call back occurring after midnight.
- 1815 **Applicable to Maintenance Agreement:**

Employees qualified to be on standby are those employees who have, in

the opinion of the Employer, sufficient knowledge and experience in either mechanical or electrical areas that would enable them to provide the standby coverage required. Employees in both mechanical or electrical classifications who are deemed qualified, will guarantee as a group to provide standby coverage as required by the Maintenance Department.

Both of the above-mentioned groups would determine if standby would be waived for any individual(s) in their group. A schedule would then be drawn up by the Employer covering those individuals designated to be on standby for a period of six (6) months. If the affected groups wish to change the list of employees designated to be on standby, they must inform the Employer in writing at least one (1) month before the end of the six (6) month period.

**1815      Applicable to Electronic Technologists Agreement:**

Employees qualified to be on standby are those employees who have, in the opinion of the Employer, sufficient knowledge and experience in either Dialysis Technology or Bio-medical electronic areas that would enable them to provide the standby coverage required. Employees in both Dialysis Technology and Bio-medical electronic classifications who are deemed qualified, will guarantee as a group to provide standby coverage as required by the Departments. Both of the above-mentioned groups would determine if standby would be waived for any individual(s) in their group. A schedule would then be drawn up by the Employer covering those individuals designated to be on standby for a period of six (6) months. If the affected groups wish to change the list of employees designated to be on standby, they must inform the Employer in writing at least one (1) month before the end of the ~~six~~ (6) month period.

**1816      Applicable to Maintenance Agreement:**

All employees in the Electrician, Plumber, Refrigeration Mechanic, Environmental Control Technician, Elevator Mechanic, and Maintenance Mechanic classifications will be eligible to provide standby coverage within six (6) to nine (9) months after their start date.

**1816      Applicable to Electronic Technologists Agreement:**

Any employee not presently designated as being qualified for standby may approach the Management of the Department with a request for this designation. Management would make a decision based on the criteria stated in Article 1815 and make it known to the employee in writing giving

specific reasons if the request is turned down.

#### **ARTICLE 19**

### **SHIFT PREMIUM, WEEKEND PREMIUM, TRANSPORTATION ALLOWANCE**

- 1901 (a) Employees required to work the majority of their hours on any shift between 1600 hours and the next succeeding 0800 hours shall be paid a shift premium of seventy (\$0.70) cents per hour for the entire shift,
- (b) Effective April 1, 1992 a weekend premium of forty-five (\$0.45) cents per hour shall be paid to an employee for all regular hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.
- 1902 Shift premium will not be payable while an employee is on standby or receiving overtime rates.

#### 1903 TRANSPORTATION ALLOWANCE

When called back, the employee is expected to return to work by the fastest means possible. Employees will be paid forty-four (\$0.44) cents per mile for use of their own automobile or the taxi fare to and from the Facility.

Effective date of signing, employees will be paid thirty (\$0.30) cents per kilometre or forty-eight (\$0.48) cents per mile for use of their own automobile or the taxi fare to and from the Facility.

A minimum of \$2.50 per round trip will be paid if an employee lives less than one mile away from the Facility.

A minimum of \$3.50 per round trip will be paid if an employee lives more than one mile away from the Facility.

#### **ARTICLE 20**

### **SUB-CONTRACTING OUT**

#### 2001 **Applicable to Engineers Agreement:**

The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the displacement of

any employee with more than six months service from the Plant Operations Department. Any employee with more than six months service whose classification within the Plant Operations Department is changed because of sub-contracting out will continue at the salary of his previous classification and will be granted any increase his previous classification is entitled to during the life of the contract.

2001 **Applicable to Occupational Therapy Agreement:**

The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the displacement of any employee with more than six months service from the Occupational Therapy Department. Any employee with more than six months service whose classification within the Occupational Therapy Department is changed because of sub-contracting out will continue at the salary of his previous classification and will be granted any increase his previous classification is entitled to during the life of the contract.

2001 **Applicable to Electronic Technologists Agreement:**

The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the displacement of any employee with more than six months service.

Any employee with more than six months service whose classification within the bargaining unit is changed because of sub-contracting in the Department will continue at the salary of his previous classification and will be granted any increase his previous classification is entitled to during the life of the contract.

2001 **Applicable to Maintenance Agreement:**

It is understood that because of the method of funding, nature of jobs and time constraints, certain projects must be sub-contracted out.

Notwithstanding the above, the Employer will endeavour whenever possible and practical to involve the Maintenance staff by offering work resulting from such projects **and will provide information to employees on an on-going basis related to projects for which contracting out is planned; such information to be provided as much in advance as reasonably possible.** In such cases where the above projects are

undertaken by the Employer's maintenance staff, it is understood that they must be completed within the applicable time limits and budgetary limitations.

The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the displacement of any employee with more than six (6) months service from the Maintenance Department. Any employee with more than six (6) months service whose classification within the Maintenance Department is changed because of sub-contracting in the Maintenance Department will continue at the salary of his previous classification and will be granted any increase his previous classification is entitled to during the life of the contract.

## **ARTICLE 21 DISCIPLINARY PROCEDURE**

### **Applicable to Electronics, Occupational Therapy and Engineers Agreement:**

2101 The Employer agrees that no employee shall be disciplined or discharged without just cause. However, if discharged, a probationary employee shall have no access to the Arbitration procedure, provided that the employee has been evaluated and apprised of the Employer's concerns prior to the discharge.

### **Applicable to Maintenance Agreement:**

2101 The Employer agrees that no employee shall be disciplined or discharged without just cause.

2102 When it becomes necessary to take disciplinary action other than an oral reprimand, an employee is entitled to a meeting prior to the imposition of discipline or discharge unless he is a danger to himself or others, and to be represented at such a meeting by a Union Steward or Officer unless he refuses such assistance. An employee will receive twenty-four (24) hours notice of such meeting.

2103 When it becomes necessary to take disciplinary action other than an oral reprimand, the Department Head, as soon as reasonable possible, shall advise the affected employee in writing outlining the action taken and the reasons for the action, A copy shall be immediately forwarded to the

Union Shop Steward and the Union office, unless the affected employee requests that the matter not be referred to the Union Shop Steward and the Union office.

- 2104 An employee shall be informed as soon as reasonably possible of any specific or general dissatisfaction or complaint about his work performance or employment record, Written evidence of such notification and the employee's reply, if any, shall become part of his personnel file.
- 2105 Employees shall have the opportunity to examine their personnel file upon written request. Only one (1) such file shall be maintained.
- 2106 If written evidence is filed in an employee's file and not discussed with the employee, giving the employee an opportunity to defend himself, it shall not be considered as valid information,
- 2107 The record of any disciplinary action, specific or general dissatisfaction, or complaint about an employee's work performance or employment record shall automatically be reviewed six (6) months after the occurrence of the incident.

## **ARTICLE 22 TECHNOLOGICAL CHANGE**

- 2201 Technological change shall mean the introduction by an Employer into his work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

In the event of a technological change which will displace or affect the classification of employees in the bargaining unit:

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.

- c) If the Union and Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to Arbitration as provided for under the terms of this Agreement.

2202 TRANSFER ARRANGEMENTS

An employee who is displaced from his job as a result of technological change shall be given an opportunity to fill any vacancy for which he has seniority and for which he has the qualifications and ability to perform. If there is no vacancy, he shall have the right to displace employees with less seniority, in accordance with Lay Off procedure specified in this Agreement.

2203 TRAINING BENEFITS

Where new or greater skills or licenses are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

**ARTICLE 23  
STAFF/MANAGEMENT COMMITTEE**

**This article is not applicable to Occupational Therapy Agreement:**

2301 **Applicable to Engineers Agreement:**

The Employer and the Union shall each from time to time appoint a group of not more than *two* (2) persons from each side and the two groups thus appointed shall together form a committee to be known as the Staff/Management Committee, The Staff/Management Committee shall meet at the call of either group upon at least five (5) days notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer/Employee relations and other matters of mutual concern.

2301 **Applicable to Maintenance Agreement:**

The Employer and the Union shall each from time to time appoint a group

of not more than four **(4)** persons from each side and the two groups thus appointed shall together form a committee to be known as the Staff/Management Committee. The Staff/Management Committee shall meet at the call of either group upon at least five (5) days notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer/Employee relations and other matters of mutual concern.

The Chair and the Secretary of the Staff/Management Committee shall alternate between the parties. The Secretary shall be the opposite party to the Chair. Agendas shall be circulated at least seven (7) calendar days prior to each meeting together with the minutes of the previous meeting. Matters covered by the Collective Agreement or being addressed through the grievance procedure shall not be addressed at the Staff/Management Committee.

**230 ■ Applicable to Electronic Technologists Agreement:**

The Employer and the Union shall each from time to time appoint a group with equal representation from each side and the groups thus appointed shall together form a committee to be known as the Staff/Management Committee. The Staff/ Management Committee shall meet at the call of either group upon at least five (5) days notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer/Employee relations and other matters of mutual concern.

**ARTICLE 24  
PRE-RETIREMENT LEAVE**

- 2401 Employees retiring due to normal retirement age or in accordance with the provisions of the Employer's Group Pension Plan shall be granted paid pre-retirement leave on the basis of four **(4)** days per year of employment (seniority).
- 2402 Payment shall, at the employee's option, be made in a lump sum or as a continuation of salary until the scheduled retirement date.
- 2403 In lieu of the provisions of Article 2402, employees so desiring may continue working until their scheduled retirement date and upon retiring receive a lump sum payment equal to the pre-retirement benefits that would have been owing to them under Article 2401.
- 2404 Effective date of signing, upon written request from an employee retiring



between October 1 and December 31, the Employer agrees to defer payment of the employee's entitlement under Article 2401 above until the first pay period of the following calendar year.

## **ARTICLE 25 SALARIES**

2501 Employees shall be paid in accordance with the rates outlined in Schedule "A" attached to and forming part of this Agreement.

## **ARTICLE 26 UNIFORMS**

**This article is not applicable to Occupational Therapy Agreement:**

2601 The Employer shall provide and maintain all uniforms and protective or special work clothing which are required to be worn on duty.

2602 All such items remain the property of the Employer and must be accounted for upon request. All such items must be returned on termination or transfer to a classification where they are no longer required, or the cost of same will be deducted by the Employer from the employee's regular or final pay cheque.

## **ARTICLE 27 SAFETY EQUIPMENT**

**Articles 2701 and 2702 are not applicable to Electronic Technologists Agreement:**

2701 The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves.

2702 The Employer shall pay for the cost of replacing an employee's safety glasses when such glasses are broken or damaged while at work.

2703 **Applicable to all units:**

The Employer agrees to supply an allowance for safety shoes for each employee subject to the following:

- 1) An allowance of \$55.00 per pair (this money shall be paid to each employee by May 1st of each calendar year).

- 2) Replacement as necessary due to work conditions with a minimum of one pair per year.
- 3) New employees will receive the allowance upon completion of their probationary period.
- 4) Employees are required to wear safety shoes at all times while at work in the Facility.

#### **ARTICLE 28 LOSS OF TOOLS**

- 2801 The Employer agrees to supply employees with all necessary tools in order that employees can carry out their duties with the Employer and make replacements as necessary.
- 2802 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- 2803 Employees who utilize hospital supplies, tools and equipment shall be expected to make every effort to maintain them in good working condition and to assure that they are reasonably secure from theft or loss.

#### **ARTICLE 29 TEMPORARY ASSIGNMENT OF DUTIES**

- 2901 In the event an employee is assigned temporarily to a higher paid position by the Department Head or his representative to other duties within the bargaining unit, he shall be paid the minimum rate or the next highest step in the pay range of the higher position above his present salary.
- 2902 Applicable to Maintenance and Electronic Technologists Agreement:  
  
No employee of this bargaining unit shall do the work of a supervisor outside of the bargaining unit.
- 2903 An employee temporarily assuming a lower paid position will not have his salary reduced.

**ARTICLE 30  
GROUP BENEFITS**

- 3001      Enrolment in the Group Pension Plan and the Group Life Insurance Plan is a condition of employment for all full-time staff.
- 3002      Employees will be required to apply for coverage at the time of employment and premium deduction in accordance with the respective plans will commence after a specific waiting period.
- 3003      Temporary and probationary employees are not eligible for group coverage.

**ARTICLE 31  
TERMINATION OF EMPLOYMENT**

- 3101      Employment may be terminated by two (2) weeks written notice by an employee or by the Employer, exclusive of vacation.
- 3102      Employment may be terminated with lesser notice or without notice:
- a)      by mutual agreement between the Employer and the employee, or
  - b)      during the probationary period of a new employee without recourse to the grievance procedure, or
  - c)      in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 3103      The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to his basic pay for the period which he gives inadequate notice of termination.
- 3104      The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid earnings and pay in lieu of unused vacation entitlement.

**ARTICLE 32  
MEDICARE PREMIUMS**

- 3201      In the event the Government of Manitoba introduces Medicare Premiums, the Employer agrees to pay the full cost of Medicare Premiums for all

employees within the scope of this Agreement.

### **ARTICLE 33 RETROACTIVITY**

3301 Except as otherwise herein stated, this Agreement and all its provisions shall be retroactive to April 1, 1996.

### **ARTICLE 34 TEMPORARY TRANSFER**

#### **Applicable to Electronic Technologists Agreement only:**

3401 In the event the Employer requires employees to travel to alternate work locations the following conditions will be observed:

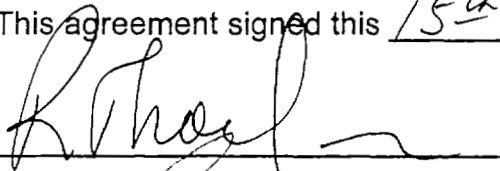
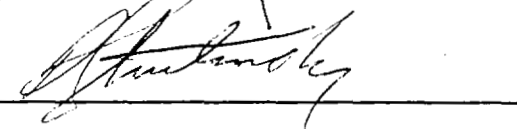
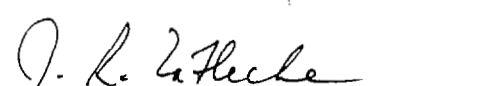
- a) The Employer will give as much advance notice as reasonably possible with a minimum of two (2) weeks advance notice.
- b) Temporary transfers will be of a maximum duration of five (5) calendar days.
- c) Temporary transfers will be equally distributed between employees who are qualified to perform the work. Employees who wish to volunteer for a temporary transfer shall be given preference.
- d) All terms and conditions of the Collective Agreement shall apply.
- e) The Employer will provide transportation for trips beyond the city limits. For trips within the city limits, an employee shall be paid mileage allowance or taxi fare as per the transportation allowance outlined in the Collective Agreement.
- f) There will be no penalty or collection of any deductible from an employee involved in an accident while driving an Employer supplied vehicle on Employer business.
- g) The Employer agrees to make the necessary travel and accommodation arrangements which shall include billing arrangements not requiring an employee to pre-pay.
- h) Employees are entitled to cash advances for anticipated expenses related to a trip.

- i) Employees will be entitled to their regular rate of pay for travel time to and from the alternate work location.

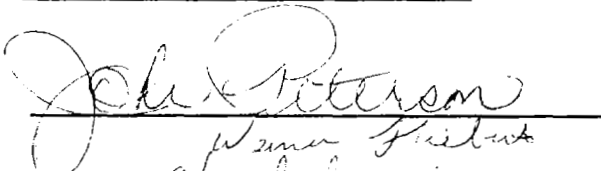
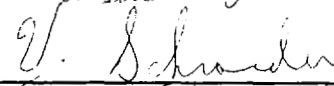

**ARTICLE 35  
RESPONSIBILITY PAY**

- 3501 The following allowances will be paid in recognition of Power Engineers Second Class assuming responsibilities normally performed by maintenance personnel and/or the Director of Plant Operations or the Chief Engineer.
- 3502 Power Engineers Second Class will receive an allowance of forty-five (\$0.45) cents per hour for each hour worked on the following shifts:
  - (a) Evening Shifts - Monday through Friday
  - (b) Night Shifts - Monday through Friday
  - (c) Day, Evening and Night Shifts - Saturday, Sunday, and on General Holidays.
- 3503 Where a General Holiday falls on a Saturday and/or Sunday the forty-five (\$0.45) cents per hour worked will apply once and will not be applied in a pyramiding fashion.

This agreement signed this 15<sup>th</sup> day of December, 1997

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

For the Health Sciences Centre

  
\_\_\_\_\_  
*Walter F. Schreiber*  
  
\_\_\_\_\_  
  
\_\_\_\_\_

For the International Union of Operating Engineers, Local 827

THE HEALTH SCIENCES CENTRE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #827  
APPENDIX "A" - WAGES  
ENGINEER UNIT  
2080 HOURS PER ANNUM

| <u>CLASSIFICATION (CODE)</u>       | <u>APRIL 1/96</u> |
|------------------------------------|-------------------|
| 2nd Class Operating Engineer (134) | 20.25             |
| Maintenance Engineer (vacant)      | 20.25             |
| Operating Assistant (135)          |                   |
| - with 3 <sup>rd</sup> class       | 18.24             |
| - with 4th class                   | 17.23             |
| Plant Helper (139)                 | 17.23             |
| - Start                            | 11.38             |
| - 6 months                         | 11.68             |
| - 12 months                        | 11.99             |
| Lead Hand Plant Helper (138)       | 12.59             |

Lead Hand Plant Helper will receive 105% of Plant Helper rate.

NOTE: Present incumbent only (V. Schroeder) to receive 78% of 2nd class rate.

Plant Helpers who attain a certificate shall receive a 5% bonus above their monthly rate.

Operating Assistants who attain a second class certificate shall receive a 5% bonus above their monthly rate.

Incumbents in the Second Class Operating Engineer classification who hold a first class certificate at the date of signing shall receive a 5% bonus above their monthly rate.

Fourth Class Operating Assistants who obtain third class certification shall receive third class rates at a corresponding step in the scale.

- January 1, 1994      - C.P.I. minus one (1) percent: 2.67 - 1.00 = 1.67%.
- January 1, 1995 -  
    March 31, 1996    - one time lump sum deduction of 2% of hours paid between March 31, 1996 and March 31, 1996 (impl. PP8 1996)
- April 1, 1996  
    March 31, 1998    - 2% annualized deduction with time banked for compensatory days off (actual deduction: a) 4% effective September 20, to March 20, 1997; b) 2% effective March 21, 1997)

**THE HEALTH SCIENCES CENTRE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #827  
APPENDIX "A" - WAGES  
OCCUPATIONAL THERAPY TECHNICIAN UNIT  
2015 HOURS PER ANNUM**

| <u>CODE</u>                                     | <u>CLASSIFICATION</u>   | <u>JAN. 1/94</u> | <u>OCT. 1/96</u> |
|---|---|------------------|------------------|
| 148   | Skilled Technician  |                  |                  |
|   | - start   | 15.48            | 15.87            |
|   | - 12 months   |                  | 16.35            |
|   | - 24 months   |                  | 16.84            |
|   | - 36 months   |                  | 17.34            |
| January 1, 1994                                 | - C.P.I. minus one (1) percent: $2.67 - 1.00 = 1.67\%$  |                  |                  |
| January 1, 1995 -<br>March 31, 1996             | - one time <b>lump sum</b> deduction of 2% of hours <b>paid</b> between <b>April 1, 1995</b> and <b>March 30, 1996</b> (impl. PP8 1996)   |                  |                  |
| <b>April 1, 1996 -</b><br><b>March 31, 1998</b> | - 2% annualized deduction with time banked for compensatory days off (actual deduction: <b>a)</b> 4% effective September 20, 1996 to March 20, 1997; <b>b)</b> 2% effective March 21, 1997) |                  |                  |

THE HEALTH SCIENCES CENTRE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #827  
APPENDIX "A" - WAGES  
ELECTRONIC TECHNOLOGIST UNIT  
2015 HOURS PER ANNUM

| <u>CLASSIFICATION (CODE)</u>                         | <u>APRIL 1/96</u> |
|--|-------------------|
| Biomedical Electronic Technologist (144)             |                   |
| - Start  | 17.44             |
| - 6 months   | 18.30             |
| - 12 months  | 19.23             |
| - 24 months  | 19.78             |
| - 36 months  | 20.41             |
| Dialysis Electronic Technologist (140)               |                   |
| - Start  | 17.44             |
| - 6 months   | 18.30             |
| - 12 months  | 19.23             |
| - 24 months  | 19.78             |
| - 36 months  | 20.41             |
| Special Devices Electronic Technologist (141)        |                   |
| - Start  | 17.44             |
| - 6 months   | 18.30             |
| - 12 months  | 19.23             |
| - 24 months  | 19.78             |
| - 36 months  | 20.41             |
| Biomedical Senior Electronic Technologist (145)      | 21.89             |
| Special Devices Senior Electronic Technologist (104) | 21.89             |
| Special Devices Technician (142)                     |                   |
| - Start  | 16.61             |
| - 6 months   | 17.44             |
| - 12 months  | 18.30             |
| - 24 months  | 19.23             |
| - 36 months  | 19.78             |



- January 1, 1994 - C.P.I. minus one (1) percent:  $2.67 - 1.00 = 1.67\%$
- December 15, 1995 - 6.822% adjustment
- March 31, 1996 - rates restored to December 14, 1995 levels
- April 1, 1996 - 2% annualized deduction with time banked for compensatory days off  
March 31, 1998 (actual deduction: a) 4% effective September 20, 1996 to March 20, 1997;  
b) 2% effective March 21, 1997)

MAY 1997

THE HEALTH SCIENCES CENTRE  
AND  
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #827  
APPENDIX "A" - WAGES  
MAINTENANCE UNIT  
2080 HOURS PER ANNUM

| <u>CLASSIFICATION (CODE)</u><br><u>DEC.31/96</u> | <u>APRIL 1/96</u>  |
|--|--------------------|
| Electrician (110)                                | 20.26              |
| Shift Electrician (115)                          | 20.26              |
| Plumber (122)                                    | 20.26              |
| Shift Plumber (126)                              | 20.26              |
| Carpenter (101)                                  | 18.16              |
| Painter (121)                                    | 16.62              |
| Elevator Mechanic (132)                          | 20.26              |
| Locksmith (116)                                  | 18.16              |
| Refrigeration Mechanic (125)                     | 19.63              |
| Helper (100)                                     |                    |
| - Start  | 12.74              |
| - 6 months                                       | 13.01              |
| - 12 months                                      | 13.32              |
| - 18 months                                      | 13.80 <sup>4</sup> |
| Maintenance Mechanic (131)                       | 16.25'             |
| Flooring Applicator (107)                        | 16.26              |
| Locksmith Helper (117)                           |                    |
| - Start  | 14.80              |
| - 12 months                                      | 15.44              |
| Electronic Technician (123)                      |                    |
| - Start  | 18.78              |
| - 6 months                                       | 19.17              |
| - 12 months                                      | 19.58              |
| - 24 months                                      | 20.26'             |
| Labourer (120)                                   |                    |
| - Start  | 10.02 <sup>2</sup> |
| - 6 months                                       | 10.31 <sup>2</sup> |
| - 12 months                                      | 10.70 <sup>2</sup> |
| - 18 months                                      | 11.20 <sup>5</sup> |
| Environmental Controls Technician (124)          | 20.26              |
| Mason (119)                                      | 18.16              |

|                           |                    |                    |                    |
|---------------------------|--------------------|--------------------|--------------------|
| industrial Mechanic (129) | 19.40 <sup>3</sup> | 19.48 <sup>3</sup> | 19.56 <sup>3</sup> |
|---------------------------|--------------------|--------------------|--------------------|

<sup>1</sup>Effective February 25, 1994

<sup>2</sup>Effective **April 1, 1994**

<sup>3</sup>Effective February 25, 1994. Rate to be increased on December 31, 1995, 1996 and 1997 by eight cents, eight cents and seven cents respectively.

<sup>4</sup>Effective January 23, 1995

<sup>1</sup>Effective April 1995

Locksmith Helper twelve month rate shall be 85% of Locksmith rate.

CLASSIFICATION (CODE)APRIL 1/96

## Shift Mechanic (133)

|             |       |
|-------------|-------|
| - Start     | 13.82 |
| - 6 months  | 14.08 |
| - 12 months | 14.37 |
| - 18 months | 14.65 |

## Groundskeeper (102)

|             |       |
|-------------|-------|
| - Start     | 14.52 |
| - 6 months  | 14.80 |
| - 12 months | 15.08 |
| - 18 months | 15.42 |

## Maintenance Technician (118)

|             |       |
|-------------|-------|
| - Start     | 14.58 |
| - 6 months  | 15.00 |
| - 18 months | 15.42 |

## Dietary Maintenance Mechanic (099)

|             |       |
|-------------|-------|
| - Start     | 16.53 |
| - 6 months  | 16.94 |
| - 12 months | 17.37 |
| - 24 months | 17.79 |

## Steriliser Mechanic (A40)

|             |       |
|-------------|-------|
| - Start     | 16.53 |
| - 6 months  | 16.94 |
| - 12 months | 17.37 |
| - 24 months | 17.79 |

## Lead Hand (Plumbing)\*

|             |       |
|-------------|-------|
| - Start     | 21.31 |
| - 6 months  | 21.66 |
| - 12 months | 22.01 |

## Lead Hand (Electrical)\*

|             |       |
|-------------|-------|
| - Start     | 21.31 |
| - 6 months  | 21.66 |
| - 12 months | 22.01 |

## Lead Hand (Carpentry)\*

|             |       |
|-------------|-------|
| - Start     | 19.21 |
| - 6 months  | 19.56 |
| - 12 months | 19.91 |

## Lead Hand (Paint)\*

|             |       |
|-------------|-------|
| - Start     | 17.67 |
| - 6 months  | 18.02 |
| - 12 months | 18.37 |

Key System Controller (103)

|             |       |
|-------------|-------|
| - Start     | 12.47 |
| - 12 months | 12.85 |
| - 24 months | 13.23 |
| - 36 months | 13.62 |
| - 48 months | 14.04 |

\*Paid \$1.05, \$1.40 and \$1.75 per hour above the applicable trade rate.

Communication Systems Technologist (105)

|             |       |
|-------------|-------|
| - Start     | 17.47 |
| - 6 months  | 18.33 |
| - 12 months | 19.27 |
| - 24 months | 19.82 |
| - 36 months | 20.26 |

Communication Systems Technologist  
Assistant (106)

12.62

Laundry Maintenance Mechanic I (136)

|             |       |
|-------------|-------|
| - Start     | 15.42 |
| - 6 months  | 15.81 |
| - 12 months | 16.21 |
| - 24 months | 16.54 |

Laundry Maintenance Mechanic II (130)

|             |       |
|-------------|-------|
| - Start     | 17.56 |
| - 6 months  | 17.93 |
| - 12 months | 18.34 |
| - 24 months | 18.75 |

- January 1, 1994 - C.P.I. minus one (1) percent:  $2.67 - 1.00 = 1.67\%$
- January 1, 1995 - March 31, 1996 - one time lump sum deduction of 2% of hours paid between April 1, 1995 and March 30, 1996 (impl. PP8 1996).
- April 1, 1996 - March 31, 1998 - 2% annualized deduction with time banked for compensatory days off (actual deduction 4.34% effective April 18, 1997).

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(Plant Operating Engineer Unit,  
Electronic Technologist Unit, Occupational Therapy Unit)  
(hereinafter called the "Union")

and

HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Reduced Hours of Work**

The regular hours of work for a full time employee specified in Article 17 of the Collective Agreement are:

- (i) Electronic Technologist Unit and Occupational Therapy Unit -seventy-seven and one-half (77.5) hours per bi-weekly period, equating to two thousand and fifteen (2015) hours per annum.
- (ii) Plant Operating Engineer Unit - eighty (80) hours per bi-weekly period, equating to two thousand and eighty (2080) hours per annum.

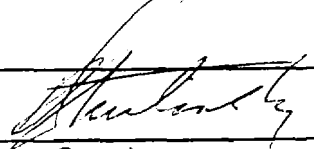
The above named parties do hereby agree that the regular hours of work specified in Article 17 shall be reduced by two percent (2%) per annum.

Therefore the annual reduction in the hours of work is forty point three (40.3) hours (i.e. 2015 x 2%) for the Electronic Technologist Unit and Occupational Therapy Unit and forty-one point six (41.6) hours (i.e.: 2080 x 2%) for the Plant Operating Engineer Unit.

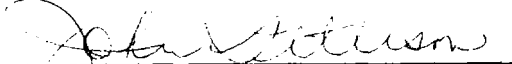
This Memorandum of Agreement shall be attached to and form part of the collective agreement.

This Memorandum of Agreement expires March 31, 1998.

This agreement signed this 15<sup>th</sup> day of December, 1997

  
\_\_\_\_\_

J. L. W. Hebe  
For the Health Sciences Centre

  
\_\_\_\_\_

J. L. W. Hebe  
For the International Union of Operating  
Engineers, Local 827

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(Plant Operating Engineer Unit,  
Electronic Technologist Unit, Occupational Therapy Unit  
(hereinafter called the "Union")

and

HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Implementation of the Reduced Hours of Work Memorandum for the Period  
April 1<sup>st</sup>, 1996 to March 31<sup>st</sup>, 1998**

- I The above named parties hereby agree that for the fiscal year 1996/97 the Reduced Hours of Work Memorandum shall be implemented as follows:
- employees shall continue to work the daily/per shift, hours of work, as specified in Article 1701 and 1702 of the collective agreement.
  - commencing in the pay period beginning on September 20, 1996, and concluding in the pay period that ends on Thursday, March 20, 1997, each employee will be "banking" hours of unpaid time worked, per pay period as follows:
    - (i) Electronic Technologist Unit and Occupational Therapy Unit - three point one (3.1) hours per pay period.
    - (ii) Plant Operating Engineer Unit -three point two (3.2) hours per pay period.
- II The parties further agree that for the fiscal year 1997/98 the Reduced Hours of Work Memorandum shall be implemented as follows:
- employees shall continue to work the daily/per shift, hours of work, as specified in Articles 1701 and 1702 of the collective agreement.
  - commencing in the pay period beginning on Friday, March 21, 1997 and concluding in the pay period that ends on Thursday, March 19, 1998 employees will "bank" unpaid time worked as follows:

Memorandum of Agreement  
Implementation of the Reduced Hours of Work Memorandum  
for the period April 1, 1996 to March 31, 1998  
Page 2

---

- (i) Electronic Technologist Unit and Occupational Therapy Unit - one point five five (1.55) hours per pay period.
- (ii) Plant Operating Engineer Unit - one point six (1.6) hours per pay period.

An employee shall then be entitled to utilize this above noted time bank for purposes of arranging full day(s) off with pay.

The conditions that will determine when an employee may take said days off shall be:

Electronic Technologist Unit -

Dialysis - maximum of two (2) employees at any time

Biomedical Engineering - maximum of three (3) employees at any time

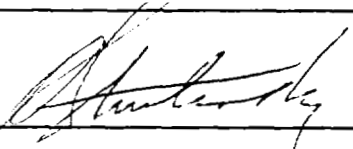
Rehab Engineering - maximum of one (1) employee at any time

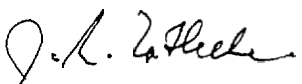
Occupational Therapy Unit - not applicable

Plant Operating Engineer Unit - maximum of one (1) employee per "shift team" at any one time.


All requests for said days off shall be submitted to and approved by the appropriate Department Head or designate.

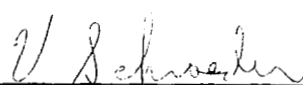
This agreement signed this 15<sup>th</sup> day of December, 1997

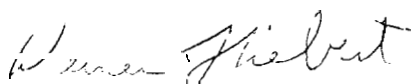
  
\_\_\_\_\_

  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the international Union of Operating Engineers, Local 827



MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(PLANT MAINTENANCE)

and

HEALTH SCIENCES CENTRE

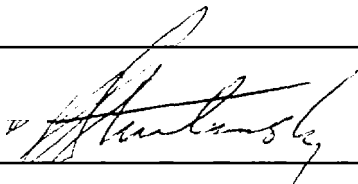
**Re: Reduced Hours of Work**

The regular hours of work for a full-time employee specified in Article 17 of the Collective Agreement are eighty (80) hours per bi-weekly period, equating to two thousand and eight (2080) hours per annum.

The above named parties do hereby agree that the regular hours of work specified in Article 17 shall be reduced by two percent (2%) per annum. Therefore the annual reduction in the hours of work is forty-one point six (41.6) hours i.e.  $2080 \times 2\%$ .

This Memorandum of Agreement shall be attached to *and* form part of the collective agreement.

This Memorandum of Agreement expires March 31, 1998.

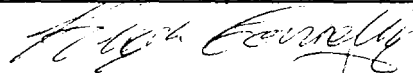
  
\_\_\_\_\_

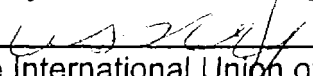
  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of  
Operating Engineers, Local 827

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(PLANT MAINTENANCE)

and

HEALTH SCIENCES CENTRE

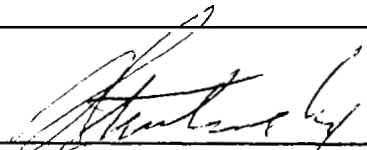
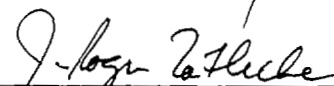
**Re: Implementation of the Reduced Hours of Work Memorandum for the Period of April 1, 1996 to March 31, 1998**


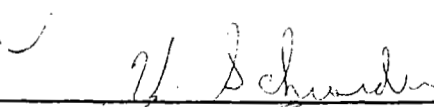

The above named parties hereby agree that for the fiscal years 1996/97 and 1997/98, the reduced hours of work memorandum shall be implemented as follows:

Employees shall continue to work the daily/per shift hours of work as specified in Articles 1701 and 1702 of the collective agreement. Commencing in the pay period beginning on April 18, 1997, and concluding in the pay period that ends on Thursday, March 19, 1998, each employee will be "banking" 3.47 hours of unpaid time worked, per pay period.

An employee shall be entitled to utilize the above noted "banked" time for the purposes of arranging full day(s) off with pay. Scheduling of such days off shall be determined in accordance with the provisions of the collective agreement respecting vacation, subject to all days being taken by March 31, 1998.

It is agreed that employees will not be required to have an equivalent number of hours banked prior to receiving days off. i.e. banked hours may become negative.

  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the Health Sciences Centre

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the International Union of  
Operating Engineers, Local 827

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(All Units)  
(hereinafter called the "Union")

and

HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

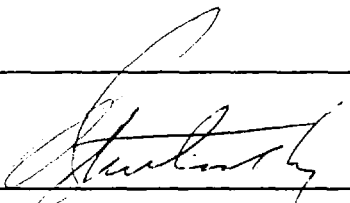
**Re: Impact of Hours of Work Reduction on Pension Plan**

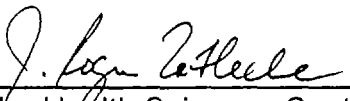
WHEREAS the collective agreement calls for a reduction in the paid hours of work until March 31, 1998;

AND WHEREAS, the parties hereby agree that no employee's pension benefit shall be negatively impacted as a result of the reduction in the paid hours of work;

THEREFORE, the parties further agree that every employee who receives a benefit at a time when her average earnings calculation includes part or all of the period from April 1, 1996 to March 31, 1998, shall have that benefit calculated by using notional earnings. Notional earnings are those earnings the employee would have received had there been no reduction in paid hours. Any additional costs for this adjustment shall be absorbed by the resources of the pension plans.

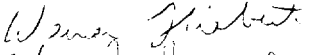
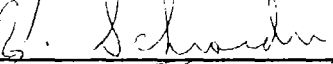
This agreement signed this 15<sup>th</sup> day of December, 1997


  
\_\_\_\_\_

  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(All Units)  
(hereinafter called the "Union")

and

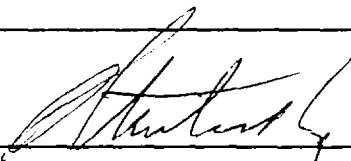
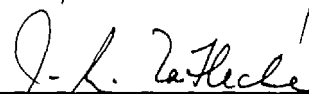
HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Amnesty From Provincial Wage/Hours of Work Reduction Legislation**



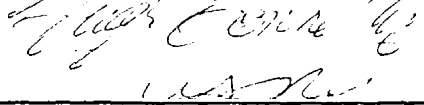
The Employer will not exercise any right it may receive through legislation which is introduced after the date of the signing of the Agreement which enables the Employer to unilaterally reduce the wages specified or hours of work specified in the Collective Agreement.

This commitment shall not preclude the Employer from exercising any other right respecting wage rates or hours of work providing such action is not inconsistent with the provisions of the Collective Agreement.

This agreement signed this 15<sup>th</sup> day of \_\_\_\_\_, 1997

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


For the Health Sciences Centre

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


For the International Union of Operating Engineers, Local 827



LETTER OF UNDERSTANDING

BETWEEN

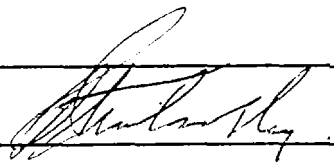
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827

and

HEALTH SCIENCES CENTRE

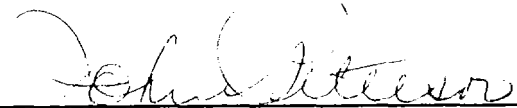
It is hereby agreed by both parties to this Collective Agreement that Article 9 (Job Classification) **shall** not be used to circumvent the Technological Change and Education and Training Articles.

Signed this 15<sup>th</sup> day of December 1997

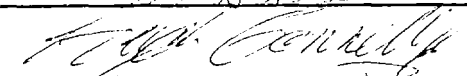
  
\_\_\_\_\_

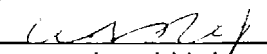
  
\_\_\_\_\_

For The Health Sciences Centre

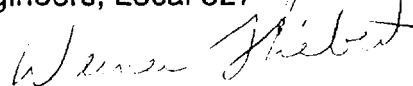
  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827



**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(All Units)**

**and**

**THE HEALTH SCIENCES CENTRE**

**Re: Casual Employees**

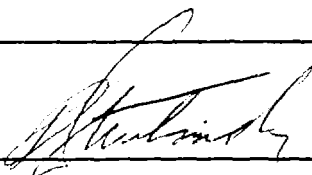
A casual employee is one called in occasionally on an unscheduled basis by the Employer. The terms of this Collective Agreement shall not apply to casual employees except as provided for in this special understanding.

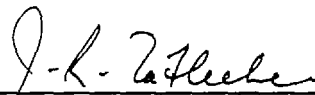
- a) Casual employees shall receive vacation pay calculated at the rate of 5.769% of hours worked in any given bi-weekly pay period.
- b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- c) Casual employees shall be entitled to the shift premium as outlined in Article 19.
- d) Casual employees required to work on a General holiday shall be paid at double time their basic rate for hours worked.
- e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 1802 a) and b).
- f) Casual employees shall be entitled to retroactive salary increases on the same basis as full time and part time employees as stated in Article 33.
- g) Casual employees are not guaranteed any hours of work. In the event that no wage payment is made during any pay period, the Employer shall have no responsibility to deduct or submit dues for that pay period.
- h) The Employer agrees to deduct union dues from casual employees in accordance with Article 4. Such dues would be consistent on a pro-rata basis

with dues paid by full time and part time employees.

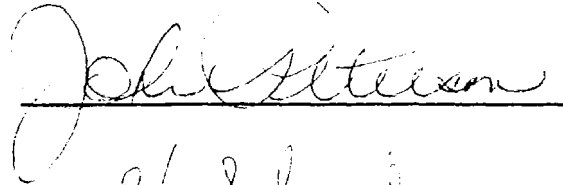
- i) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at his basic rate of pay.
- j) A casual employee reporting as requested by the Employer shall be entitled to transportation as per Article 19.
- k) Articles 10 and 11, Grievance and Arbitration, contained in the Collective Agreement, apply to casual employees only with respect to the matters of this Letter of Understanding.

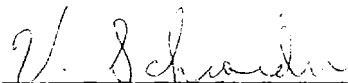
This agreement signed this 15<sup>th</sup> day of December, 1997

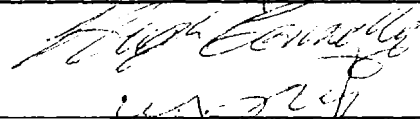
  
\_\_\_\_\_

  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating Engineers, Local 827  


MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(PLANT MAINTENANCE)

and

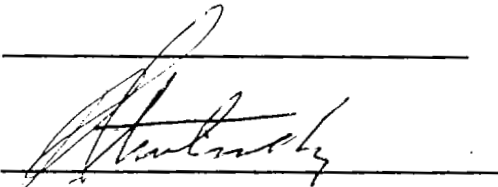
HEALTH SCIENCES CENTRE

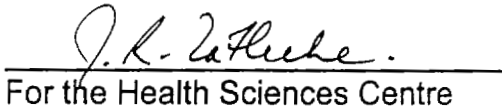
**Re: Casual Employees - Maintenance Unit**

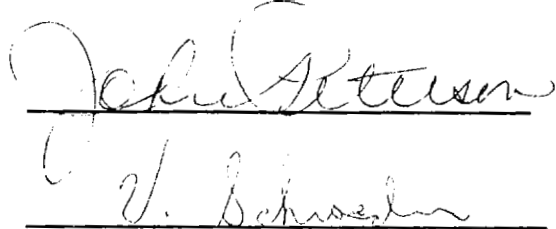
For the purposes of application of the Letter of Understanding, re: Casual Employees, as it applies to the Plant Maintenance Unit, it is agreed that:

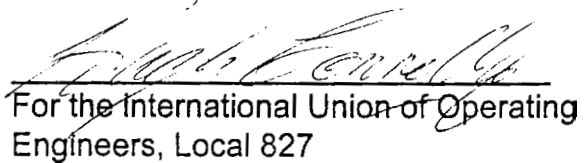
1. There shall be no more than two (2) casual employees commencing work within a twenty-four (24) hour period.
2. A twenty-four (24) hour period shall be defined as commencing at 0001 hours and terminating at 2400 hours.

This agreement signed this 1<sup>st</sup> day of December, 1997

  
\_\_\_\_\_

  
For the Health Sciences Centre

  
\_\_\_\_\_

  
For the International Union of Operating  
Engineers, Local 827



**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827**  
**AND**  
**THE HEALTH SCIENCES CENTRE**

Plant Maintenance Department  
Banked Time

Overtime may be banked by employees within the following conditions:

Standby hours stipulated in Article 1812 shall not be banked.

Overtime hours will be converted to regular hours for banking purposes.

Hours may be banked to a maximum of forty (40) at any one time, Twelve (12) hour shift employees may bank overtime hours to a maximum of forty-eight **(48)** at any one time.

At the end of each calendar year, all unused bank hours shall be converted to overtime pay and be paid by the Employer.

Employees shall be allowed to utilize their banked time by taking time off with pay up to a maximum of their accumulation.

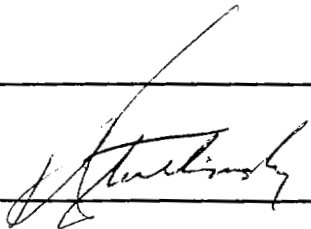
Any time utilized from the bank must be mutually agreed in writing with the employee's immediate Supervisor.

Any overtime to be banked should be indicated on the time card by the employees.

8. If a conflict arises regarding banked time utilization, seniority within each classification shall determine preference, on a rotational basis.

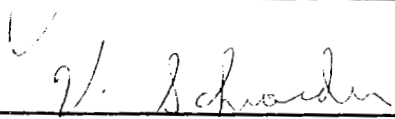
9. An employee may at any time request payment of his banked time giving a written request to his Supervisor at least ten (10) days in advance.

This agreement signed this 15<sup>th</sup> day of June, 1997

  
\_\_\_\_\_

J. K. Potlich  
For the health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

John Peterson  
For the International Union of Operating  
Engineers, Local 827

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(All Units)**

**AND**

**THE HEALTH SCIENCES CENTRE**

This will confirm that the Management of the Health Sciences Centre and the International Union of Operating Engineers, Local 827, agree that in the event that Article 1412 of the Collective Agreement is used, it shall be applied as follows:

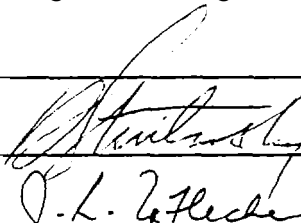
When an employee exercises his seniority under Article 1412, the following procedure shall apply:

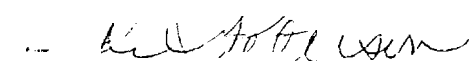
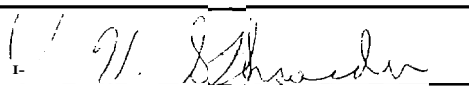
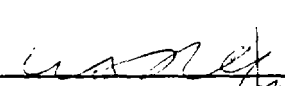

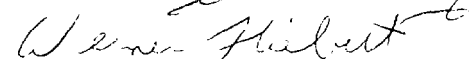
- 1) He shall be dropped to the bottom of the seniority list for the following year's vacation selection.
- 2) He will advance one position on the seniority list for the second year after he exercises his seniority.
- 3) He will be returned to his former position in the seniority list in the third year.

A revised seniority list for vacation preference only will be drawn up and signed by the employees affected and implemented as above unless otherwise mutually agreed among the employees so affected.

All new employees hired within the classification affected shall automatically be placed at the bottom of the seniority list.

This agreement signed this 15<sup>th</sup> day of July, 1997

  
\_\_\_\_\_  
\_\_\_\_\_  
For the Health Sciences Centre

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_  
For the International Union of Operating  
Engineers, Local 827  
  


LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(Electronic Technologists)

AND

THE HEALTH SCIENCES CENTRE

This is to certify that the International Union of Operating Engineers, Local #827 and the Management of the Health Sciences Centre mutually agree to implement a ten (10) hour shift for the Biomedical Engineering Electronic Technologists.

1. The regular working hours shall not exceed a shift of 9.785 hours in any one day, Generally holidays will be paid on the basis of 7.75 hours per day.
2. The hours of work shall be based on an average of 38.75 hours per week.
3. Compensation of authorized overtime shall be paid at the rate provided in the Collective Agreement.
4. Employees who work on their regular day of rest shall be paid at premium rates for the actual hours worked.
5. General holidays for which premium rates apply will continue to be paid at premium rates for the actual hours worked on any holiday.
6. There shall be two (2) twenty (20) minute rest periods during each ten (10) hour shift.
7. Income protection credits (sick leave) would be reduced by the actual number of hours utilized.
8. This Memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of employees whose schedule is affected, and the Employer.

9. All other provisions of the Collective Agreement not specified in the Memorandum shall apply to the Electronic Technologists,

This agreement signed this 15<sup>th</sup> day of December 1997

\_\_\_\_\_

*[Handwritten signature]*

*[Handwritten signature]*

For the Health Sciences Centre

*[Handwritten signature]*

*[Handwritten signature]*

*[Handwritten signature]*

For the International Union of Operating Engineers, Local 827

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(Energy Plant)

AND

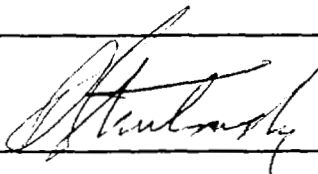
THE HEALTH SCIENCES CENTRE

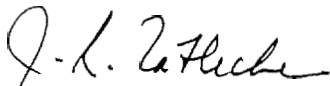
This is to certify that the International Union of Operating Engineers, Local #827 and the Management of the Health Sciences Centre mutually agree to implement a twelve (12) hour shift for the Power Engineers and Assistant Power Engineers who are on rotating shifts, and for the Maintenance Power Engineers, when acting as alternates:

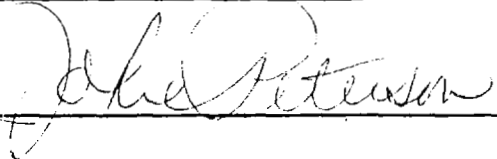
1. The regular working hours shall not exceed a shift of twelve (12) hours in any one day.
2. The hours of work shall be based on an average of forty (40) hours per week as per shift schedule attached.
3. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour shift.
4. Compensation of authorized overtime shall be paid at the rate provided in the Collective Agreement.
5. Employees who work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve hour shift if replacing a regular shift employee who is absent, unless employees have agreed to share the "absent" shift in which case the employees would be paid at overtime rates for the actual hours worked.
6. General holidays for which premium rates apply will continue to be paid at premium rates for the actual hours worked on any holiday.
7. Paid days *off* in lieu of a General holiday will be based on an eight hour day.

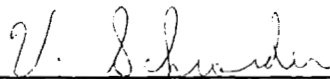
8. Shift premium applies on night shift and four hours of the day shift.
9. Income protection credits (sick leave) would be reduced by the actual number of hours utilized.
10. This Memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of employees whose schedule is affected, and the Employer.
11. **All** other provisions of the Collective Agreement not specified in the Memorandum shall apply to the Power Engineers and Assistant Power Engineers who are on rotating shifts.

This agreement signed this 15<sup>th</sup> day of December, 1997

  
\_\_\_\_\_

  
\_\_\_\_\_  
For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

\_\_\_\_\_  
For the International Union of Operating  
Engineers, Local 827

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(Plant Maintenance)

AND

THE HEALTH SCIENCES CENTRE

This is to certify that the International Union of Operating Engineers, Local #827 and the Management of the Health Sciences Centre mutually agree to implement a twelve (12) hour shift for the Shift Maintenance Mechanics and Shift Electrical Mechanics who are on rotating shifts:

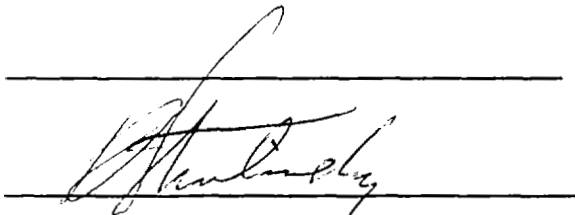
1. The regular working hours shall not exceed a shift of twelve (12) hours in any one day. The commencement times of the twelve (12) hour shifts shall be 7:00 a.m. (day shift) and 7:00 p.m. (night shift).
2. The hours of work shall be based on an average of forty (40) hours per week.
3. Compensation of authorized overtime shall be paid at the rate provided in the Collective Agreement.
4. Employees who work on their regular day of rest shall be paid at premium rates for the actual hours worked.
5. General Holidays for which premium rates apply will continue to be paid at premium rates for the actual hours worked on any holiday.
6. Paid days off in lieu of General Holidays will be based on an eight (8) hour day.
7. Shift premium applies on night shift and four (4) hours of the day shift.
8. There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour shift.
9. Income protection credits (sick leave) would be reduced by the actual number of




hours utilized.

10. This Memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of employees whose schedule is affected, and the Employer.
11. Shift Mechanics and Shift Electrical Mechanics shall have the privilege to exercise their seniority in choosing between rotating shifts or days. In all cases, seniority shall be the determining factor.
12. All other provisions of the Collective Agreement not specified in the Memorandum shall apply to the shift personnel.

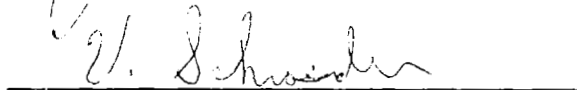
This agreement signed this 15<sup>th</sup> day of December, 1997

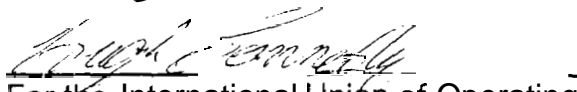
  
\_\_\_\_\_

  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827

MEMORANDUM OF AGREEMENT

BETWEEN

THE MANITOBA HEALTH ORGANIZATIONS, INC.  
on behalf of its participating Facilities:

**Concordia General Hospital  
Dauphin General Hospital  
Health Sciences Centre  
Misericordia General Hospital  
Seven Oaks General Hospital  
The Deer Lodge Centre incorporated  
The Salvation Army Grace General Hospital  
Winnipegosis General Hospital**

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #827

**Re: Training and Educational Fund**

A Training and Educational Fund was established in 1985, by way of a payment of two hundred thousand (\$200,000.00) dollars to the Union on a pro-rata basis and proportionate to Union membership at each Facility.

The Training and Educational Fund shall be audited by the Provincial Government on an annual basis for the life of this Collective Agreement.

The Union shall have sole responsibility for the administration of the Training and Educational Fund.

The Fund will not be used in the event that the Employer effects a technological change. All training benefits as a result of technological change shall be paid by the Employer as per the Technological Change Article of the Collective Agreement.

This agreement signed this 15<sup>th</sup> day of December, 1997

[Signature]

J. L. Zaflechner

For the Health Sciences Centre

[Signature]

[Signature]

[Signature]

For the International Union of Operating Engineers, Local 827

Werner Hubert

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827**

**AND**

**HEALTH SCIENCES CENTRE**

This letter of Understanding is applicable to the following employees:

Shift Maintenance Mechanic

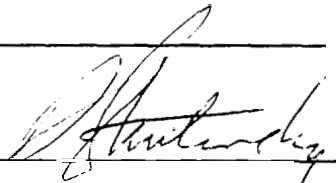
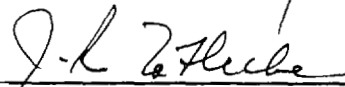
A. Patterson  
J. Sheard  
F. Harris

Maintenance Mechanic


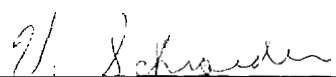
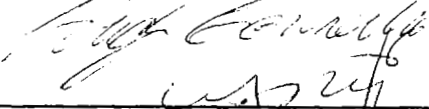
D. Booker                      W. Mandzij  
N. Chaudhary                R. Moore  
G. Hatt                         E. Yambao  
G. Langelier                 S. Houston

This will confirm that the above-named incumbents in the Shift Maintenance Mechanic and Maintenance Mechanic classifications are exempt from attaining the qualification requirements of the job description and, further, are deemed to be equivalent on the basis of qualifications stated in the job description.

This agreement signed this 15<sup>th</sup> day of December, 1997

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

For the Health Sciences Centre

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

For the International Union of Operating Engineers, Local 827

**LETTER OF UNDERSTANDING**

**BETWEEN**

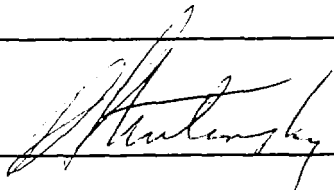
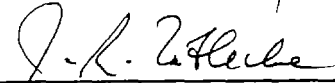
**THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL #827**

**AND**



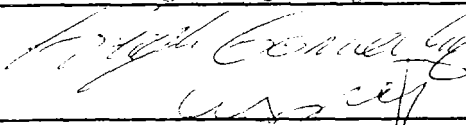
**THE HEALTH SCIENCES CENTRE**

It is agreed between the Health Sciences Centre and the International Union of Operating Engineers, that the amalgamation of the four (4) Collective Agreements i.e. Maintenance, Engineering, Occupational Therapy and Biomedical Engineering is for convenience only and does not indicate the amalgamation of the above named units.

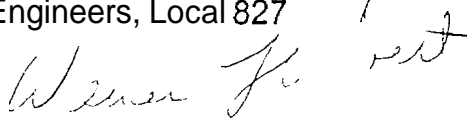
This agreement signed this 15<sup>th</sup> day of December, 1997

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

For the Health Sciences Centre

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

For the International Union of Operating Engineers, Local 827



LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL #827

AND

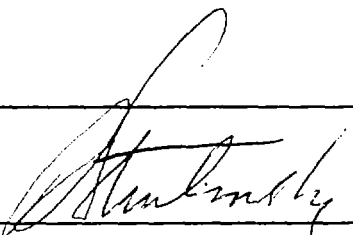
THE HEALTH SCIENCES CENTRE

**RE: DISPLACEMENT (BUMPING) RIGHTS OF ELECTRICIANS AND SHIFT ELECTRICAL MECHANICS**

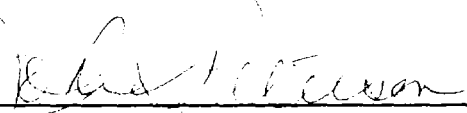
As clarification of Article 1210, agreement of the parties is hereby confirmed that, in the event of layoff(s), employees within the Electrician and Shift Electrical Mechanic classifications have reciprocal bumping rights. The fact that these represent two different occupational classifications would not be considered to be a bar to an otherwise capable employee bumping from the Electrician classification to the Shift Electrical Mechanic classification or vice-versa. In the event of a layoff within the Electrician classification, the employee(s) to be laid off would be deemed to possess the necessary qualifications to perform a Shift Electrical Mechanic job and, conversely, in the event of a layoff within the Shift Electrical Mechanic classification, the employee(s) to be laid off would be deemed to possess the necessary qualifications to perform an Electrician job.

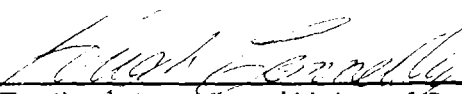
In the event of a layoff resulting in an Electrician desiring to bump a Shift Electrical Mechanic such employee must be able to demonstrate the ability to perform all aspects of the position after a reasonable orientation period.

This agreement signed this 15<sup>th</sup> day of December, 1997

  
\_\_\_\_\_

J. L. Zelleche  
For the Health Sciences Centre

  
\_\_\_\_\_

  
For the International Union of Operating  
Engineers, Local 827

**LETTER OF UNDERSTANDING**

**BETWEEN**

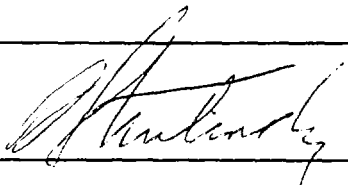
**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827**

**AND**

**THE HEALTH SCIENCES CENTRE**

It is agreed between the International Union of Operating Engineers and the Health Sciences Centre that incumbents employed in the Power Plant as of January 6, 1989 who may apply for a Shift Engineer position at the Health Sciences Centre will be considered as having met the education and experience requirements outlined in the job description entitled "Shift Engineer - January 6, 1989" provided they meet the requirements outlined under the Power Engineer Act i.e. a current Manitoba Second Class Power Engineer's Certificate.

This agreement signed this 15<sup>th</sup> day of December, 1997

  
\_\_\_\_\_

J. L. Flecker  
For the Health Sciences Centre

  
\_\_\_\_\_

H. Schaefer  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827

**LETTER OF UNDERSTANDING**

**BETWEEN**

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL #827  
(Plant Maintenance)**

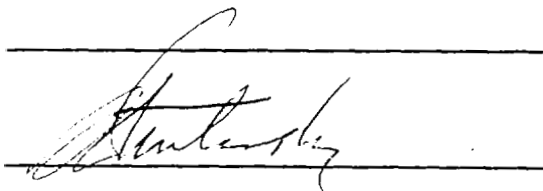
**AND**

**THE HEALTH SCIENCES CENTRE**

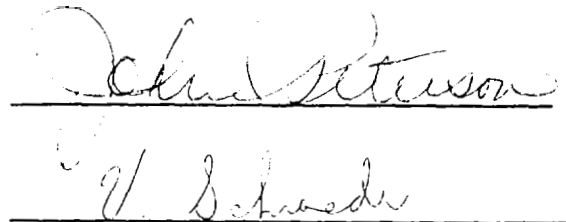
Re: Applications for "Temporary/Term" Positions  
SHIFT ELECTRICAL MECHANICS AND SHIFT MAINTENANCE MECHANICS

The Employer and the Union agree that, notwithstanding Article 704(g), Shift Electrical Mechanics and Shift Maintenance Mechanics shall not be eligible to apply for temporary/term positions which are of a duration of six (6) months or less.

This agreement signed this 15<sup>th</sup> day of December, 1997



J. R. Fleche  
For the Health Sciences Centre



John Peterson  
For the International Union of Operating  
Engineers, Local 827



MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(Plant Operating Engineer Unit,  
Electronic Technologist Unit, Occupational Therapy Unit)  
(hereinafter called the "Union")

and

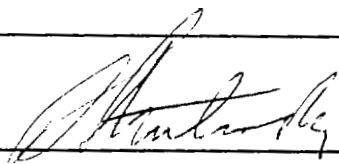
HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

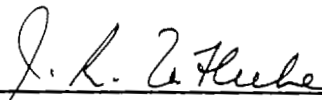
**Re: Joint Trusteeship**


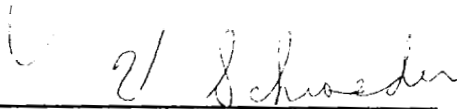
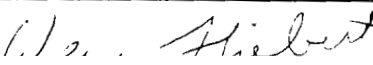
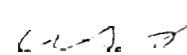
The Employer and the Union agree in principle to the concept of Joint employer/employee trusteeship of the Health Sciences/St. Boniface General Hospital Retirement Plan. Subject to the resolution of those matters to be addressed by the Employee Benefits Issues Identification Committee, the parties agree to support changes to the plan to achieve joint trusteeship.

This agreement signed this 15<sup>th</sup> day of

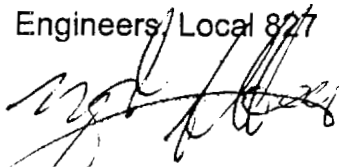
\_\_\_\_\_, 1997

\_\_\_\_\_  


  
\_\_\_\_\_  
For the Health Sciences Centre

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


For the International Union of Operatin  
Engineers/Local 827



MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(All Units)  
{hereinafter called the "Union"}

and

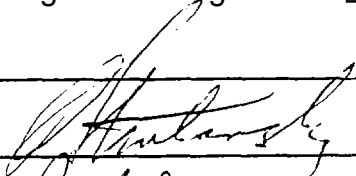
HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Participation in Pension Plan**

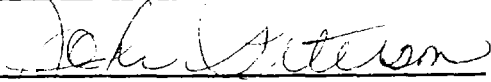
The Employer and the Union agree to participate in the Jointly Trusteed/Merged Pension Plan in accordance with the Trust Agreement and Plan Text as established by the Board of Trustees as anticipated and in accordance with the September 1996 Memorandum of Understanding for Amalgamation of the Pension Plan for Employees of Participating Health Care Organizations in Manitoba (MHOPlan) and the Retirement Plan for Employees of the Health Sciences Centre and St. Boniface General Hospital et al (HSC/SBGH Plan).

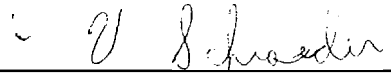
The parties agree that the plans' liabilities and assets, including surpluses, will be transferred from the existing plans to the successor plan. The contribution rate schedule as indicated in the Memorandum of Understanding of September 1996, may only be amended by the process outlined in the trust agreement or through collective bargaining.

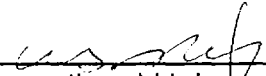
This agreement signed this 15<sup>th</sup> day of December, 1997

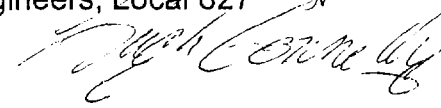

  
\_\_\_\_\_

J. L. LaFleche  
For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
For the International Union of Operating  
Engineers, Local 827

MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(All Units)  
(hereinafter called the "Union")


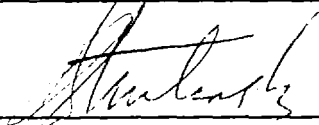
and

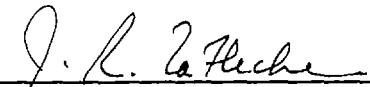
HEALTH SCIENCES CENTRE  
(herein after called the "Employer")


**Re: Redeployment**

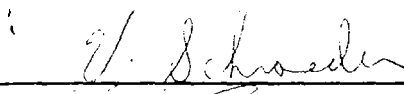
The Employer and the Union agree to participate in the Provincial Health Care Labour Adjustment/Redeployment Program and renew the Letter of Understanding on Redeployment principles attached to and forming part of this collective agreement.

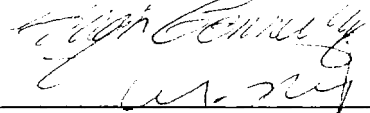
This agreement signed this 15<sup>th</sup> day of December, 1997


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

  
\_\_\_\_\_  
For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_  
For the International Union of Operating  
Engineers, Local 827



MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(All Units)  
(hereinafter called the "Union")

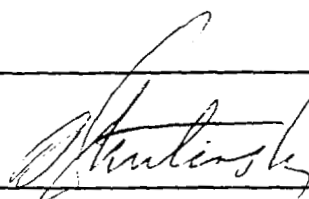
and

HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Proposal of Benefits Portability**

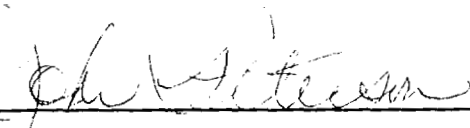
The Employer and the Union agree to support through the Provincial Health Care Labour Adjustment Committee, the concept of providing portability of accrued benefits (i.e. vacation, income protection, pre-retirement leave, pension etc.) for employees who are relocated from one facility to another as a result of Health Care reform initiatives.

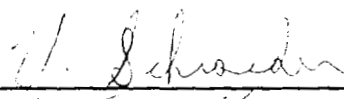
This agreement signed this 15<sup>th</sup> day of December 1997

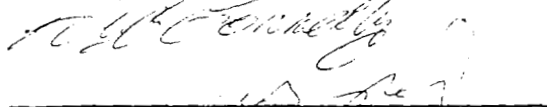
  
\_\_\_\_\_

  
\_\_\_\_\_

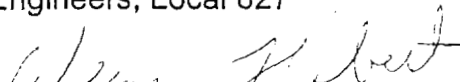
For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827



MEMORANDUM OF AGREEMENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 827  
(Occupational Therapy Unit)  
(hereinafter called the "Union")

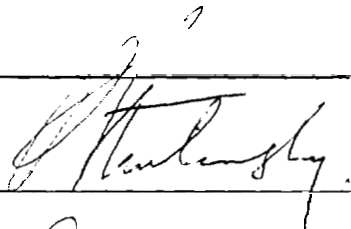
and

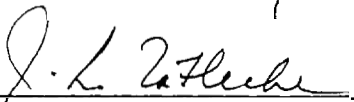
HEALTH SCIENCES CENTRE  
(herein after called the "Employer")

**Re: Classification - Occupational Therapist Skilled Technician**

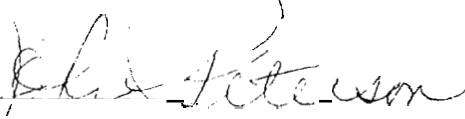
The Employer agrees to undertake a classification review of the position of Occupational Therapist Skilled Technician with a view to determining whether the rate of pay for the position is appropriate. Within six (6) weeks of the date of signing of the Memorandum of Understanding the Employer will provide the results of this review to the Union. It is understood that nothing in this memorandum shall prevent the Union from filing a grievance, as contemplated in Article 908 of the collective agreement after being provided with the results of the Employer's review.

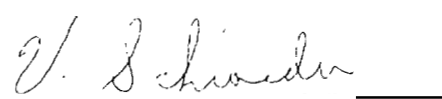
This agreement signed this 15<sup>th</sup> day of December, 1997

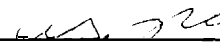
  
\_\_\_\_\_

  
\_\_\_\_\_

For the Health Sciences Centre

  
\_\_\_\_\_

  
\_\_\_\_\_

  
\_\_\_\_\_

For the International Union of Operating  
Engineers, Local 827