

AGREEMENT

between

HEALTH SCIENCES CENTRE

(Includes: Plant Operating Engineer Unit
Plant Maintenance Unit
Occupational Therapy Unit
Electronic Technologist Unit)

(herein after called the "Employer")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987

(herein after called the "Union")

APRIL 1, 1998 TO MARCH 31, 2002

APR 1 1998 TO MAR 31 2002
HEALTH SCIENCES CENTRE
LOCAL 987

INDEX

	Page no
	PREAMBLE..... 1
ARTICLE 1	SCOPE OF RECOGNITION..... 1
ARTICLE 2	DURATION..... 2
ARTICLE 3	MANAGEMENT RIGHTS..... 2
ARTICLE 4	UNION SECURITY..... 2
ARTICLE 5	UNION REPRESENTATION..... 3
ARTICLE 6	NON-DISCRIMINATION..... 4
ARTICLE 7	DEFINITIONS..... 4
ARTICLE 8	BULLETIN BOARDS..... 6
ARTICLE 9	JOB CLASSIFICATION..... 6
ARTICLE 10	GRIEVANCE PROCEDURE..... 7
ARTICLE 11	ARBITRATION PROCEDURE..... 9
ARTICLE 12	SENIORITY..... 10
ARTICLE 13	INCOME PROTECTION..... 14
ARTICLE 14	VACATION..... 18
ARTICLE 15	GENERAL HOLIDAYS..... 20
ARTICLE 16	LEAVE OF ABSENCE..... 21
ARTICLE 17	HOURS OF WORK AND SHIFTS 23
ARTICLE 18	OVERTIME..... 27
ARTICLE 19	SHIFT PREMIUM, WEEKEND PREMIUM, TRANSPORTATION ALLOWANCE..... 29
ARTICLE 20	SUB-CONTRACTING OUT..... 30
ARTICLE 21	DISCIPLINARY PROCEDURE..... 31
ARTICLE 22	TECHNOLOGICAL CHANGE..... 32
ARTICLE 23	STAFF/MANAGEMENT COMMITTEE..... 33
ARTICLE 24	PRE-RETIREMENT LEAVE..... 34
ARTICLE 25	SALARIES..... 34
ARTICLE 26	UNIFORMS..... 34
ARTICLE 27	SAFETY EQUIPMENT..... 34
ARTICLE 28	LOSS OF TOOLS..... 35
ARTICLE 29	TEMPORARY ASSIGNMENT OF DUTIES..... 35
ARTICLE 30	GROUP BENEFITS..... 36
ARTICLE 31	TERMINATION OF EMPLOYMENT..... 36
ARTICLE 32	MEDICARE PREMIUMS..... 36
ARTICLE 33	RETROACTIVITY..... 36
ARTICLE 34	TEMPORARY TRANSFER..... 37
ARTICLE 35	RESPONSIBILITY PAY..... 37
	SIGNATURE PAGE..... 38
Appendix "A" - Wages - 1998 to 1999 - Engineers.....	39
Appendix "A" - Wages - 1998 to 1999 - Occupational Therapy.....	40
Appendix "A" - Wages - 1998 to 1999 - Electronic Technologists.....	41
Appendix "A" - Wages - 1998 to 1999 - Plant Maintenance.....	42
Appendix "A" - Wages - 2000 - Engineers.....	45
Appendix "A" - Wages - 2000 - Occupational Therapy.....	46

INDEX

	Page No.
Appendix "A" - Wages - 2000 - Electronic Technologists	47
Appendix "A" - Wages - 2000 - Plant Maintenance.....	48
Appendix "A" - Wages - 2001 - Engineers	51
Appendix "A" - Wages - 2001 - Occupational Therapy	52
Appendix "A" - Wages - 2001 - Electronic Technologists	53
Appendix "A" - Wages - 2001 - Plant Maintenance.....	54
Letter of Understanding - Article 9.....	57
Letter of Understanding - Casual Employees.....	58
Memorandum of Agreement - Casual Employees - Plant Maintenance.....	60
Letter of Understanding - Banked Time-Plant Maintenance.....	61
Letter of Understanding - Article 1412.....	63
Letter of Understanding - 10 Hour Shift-Electronic Technologists.....	64
Letter of Understanding - 12 Hour Shift - Power Engineers, Assistant Power Engineers, Maintenance Power Engineers.....	66
Letter of Understanding - 12 Hour Shift - Shift Maintenance Mechanics, Shift Electrical Mechanics.....	68
Memorandum of Agreement - Training and Education Fund.....	70
Letter of Understanding - Qualification Requirements Exemption - Shift Maintenance Mechanics, Maintenance Mechanics	71
Letter of Understanding - Autonomy of Bargaining Units.....	72
Letter of Understanding - Article 1210 - Electricians, Shift Electrical Mechanics	73
Letter of Understanding - Qualification Requirement - Shift Engineers.....	74
Letter of Understanding - Temporary/Term Positions - Shift Electrical Mechanics and Shift Maintenance Mechanics.....	75
Letter of Understanding - Application of Article 2401(a)	76
Letter of Intent - Number of employees in negotiations	77
Letter of Understanding - Performance Reviews.....	78
Letter of Intent - Modified work week/hours of work.....	80
Memorandum of Agreement - Staff Mobility.....	81
Memorandum of Understanding - Implementation and Interpretation of Staff Mobility	86

Attachment: Letter of Understanding on Redeployment Principles

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

101 **Applicable to Engineers 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 5530.

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. MLB 5528.

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 5529.

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 5533.

- 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 OF COLLECTIVE AGREEMENT

- 201 This Agreement shall be in full force and effect from the first day of April, 1998 until the thirty-first day of March, 2002. The provisions of this Agreement shall continue in effect following the expiry date or 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, equitable, and non-discriminatory manner, including measures for just cause in matters of discipline and discharge.

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 Applicable to Maintenance Agreement:
Supervisors and/or foremen and other employees of the Employer whose jobs are not classified within the bargaining unit shall not work on jobs which have been determined as being within the bargaining unit except in cases of training or emergency, or as mutually agreed by the Union and the Employer.

Applicable to Electronics, Occupational Therapy and Engineers Agreement:
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 attending a meeting with the Employer, the number of employees and representatives of the Union who shall suffer no loss in pay shall be as follows:

- a) In the 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: **five** (5) representatives (two (2) Maintenance, one (1) Engineer, one (1) Occupational Therapy, one (1) Electronic Technologist)
- 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 practiced 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 (1) shift per bi-weekly 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/term** 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.
- h) When a temporary/term employee is employed in the same classification for a period of more than eighteen (18) months the Employer will convert the position and the employee to permanent full time status.

705 Applicable to Maintenance Agreement:

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.

Applicable to Engineers, Occupational Therapy and Electronic Technologists Agreements:

A "probationary" employee is a newly hired full-time employee who has not completed three (3) months of continuous employment or newly hired part-time employee who has not completed four (4) months of continuous part-time employment. The probationary period of employment may be extended for a further period of one (1) month. The Employer agrees to notify the Union at least two (2) weeks prior to the end of the

probationary period. During the probationary period an employee shall not have access to the grievance procedure for reason of termination of employment only,

706 A "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 Divisional Director, Human Resources, or designee, within a further ensuing seven (7) calendar days.
- 1009 The Divisional Director, Human Resources, or designee, 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 Divisional Director, Human Resources, or designee, by the Shop Steward or delegate.

1101 A grievance arising from a dismissal may be initiated at the Divisional Director, 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 Of each one and one-quarter days of income protection credits earned, one day shall be reserved exclusively for the employee's personal use as specified in this Article. The remaining one-quarter of a day shall be reserved for either the employee's use or for use

in the event of a family illness or injury as specified in this Article. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

In the employee's first year of employment, amend "one day" to read "three quarters of a day" and amend "one quarter of a day" to read "one half of a day".

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.

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, or designee, 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 EI, 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 **WORKERS COMPENSATION**

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 Employment 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 **MANITOBA PUBLIC INSURANCE CORPORATION**

- a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident, the employee must advise his supervisor as soon as possible and he must submit a claim for benefits to the Manitoba Public Insurance Corporation (MPIC). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPIC.
- b) Subject to (a), where an employee has applied for MPIC benefits and where a loss of normal salary would result while awaiting a MPIC decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
- c) 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 Employment Insurance deduction.
- d) The advance(s) will cover the period of time from the date of the injury in the motor vehicle accident until the date the final MPIC decision rendered. 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.
- e) The employee shall reimburse the Employer by assigning sufficient MPIC payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPIC directly to the employee,
- f) In the event that the MPIC 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.
- g) Upon request, the Employer **will** provide a statement to the employee indicating the amount of the advance payment(s) made and the repayment(s) received by the Employer.
- h) It is agreed that the following will be implemented on a trial basis during the life of this Collective Agreement. Where a work assessment period or a modified return to work is recommended by MPIC, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the MPIC covering all related costs.

- 1313 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 a 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 E.I. 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 staff working twelve (12) hour shifts, 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 staff working twelve (12) hour shifts, 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 staff working twelve (12) hour shifts, 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 staff working twelve (12) hour shifts, 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 per 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 **Applicable to Maintenance Agreement:**

Where an employee qualified for sick leave involving hospitalization, post-hospitalization care (if applicable) 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.

1420 **Applicable to Engineers, Occupational Therapy and Electronic Technologists Agreements:**

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, fiance, 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.

607 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.

608 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 Paternity/Parental 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 Employment 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.

Overtime shall be distributed as equitably as possible among those employees willing and qualified for the 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 cents (\$0.70) per hour for that entire shift.

Effective October 1, 1999, 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-nine cents (\$0.79) per hour for that 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.

Effective October 1, 1999, a weekend premium of seventy (\$0.70/hr) 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 Maintenance Agreement:

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

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.

- 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, or designee, as soon as reasonably 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 (7) 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.

2301 **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 Healthcare Employees 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

- 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 requesting same subject to the following:

- a) An allowance of fifty dollars (\$50.00) shall be paid to each employee on January 1st and August 1st of each calendar year.
- b) Replacement as necessary will occur where safety shoes are damaged due to work conditions.
- c) To qualify for the above noted allowance an employee must wear safety shoes at all times while at work in the facility.
- d) New employees will receive the allowance upon completion of their probationary period.

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 *The following provisions only are retroactive to April 1, 1999:

Appendix "A" - Hourly Rates of Pay

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 (effective October 1, 1999: sixty-five (65) 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 (effective October 1, 1999: sixty-five (65) cents per hour) worked will apply once and will not be applied in a pyramiding fashion.

This agreement signed this 18 day of August, 2000.

J. Stoutman
J. Kaper Zellede

J. W. B.

For the Health Sciences Centre

Paul H. Gray

W. J. Carron Gij

V. Kunka
W. Van der Valk

**For the International Union of
Operating Engineers, Local 987**

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 1998 to 1999
ENGINEER UNIT
2080 HOURS PER ANNUM**

Classification(Code)	1-Apr-98	1-Apr99	1-Oct-99
2nd Class Operating Engineer (134)	\$20.260	\$20.868	\$21.268
Maintenance Engineer (vacant)	\$20.260	\$20.868	\$21.268
Operating Assistant (135)			
-with 3rd class			
- Start	\$16.416	\$16.908	\$16.998
- 6 months	\$17.328	\$17.848	\$17.943
- 12 months	\$18.240	\$18.787	\$18.887
-with 4th class			
- Start	\$15.507	\$15.972	\$16.062
- 6 months	\$16.369	\$16.860	\$16.955
- 12 months	\$17.230	\$17.747	\$17.847
Plant Helper (139)			
- Start	\$11.380	\$11.721	\$11.721
- 6 months	\$11.680	\$12.030	\$12.030
- 12 months	\$11.990	\$12.350	\$12.350
Lead Hand Plant Helper (138)	\$12.590	\$12.968	\$12.968
Lead Hand Plant Helper (PIO)	\$15.803	\$16.277	\$16.589

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

Note: Start rate for Operating Assistant with 3rd Class is 90% of the full rate (12 month).
6 month rate for Operating Assistant with 3rd Class is 95% of the full rate (12 month).

Start rate for Operating Assistant with 4th Class is 90% of the full rate (12 month).
6 month rate for Operating Assistant with 4th Class is 95% of the full rate (12 month).

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 1998 to 1999
OCCUPATIONAL THERAPY TECHNICIAN UNIT
2015 HOURS PER ANNUM**

Classification (Code)	1-Apr-98	1-Apr-99	1-Oct-99
Senior Tradesman Technician (148)			
Start	\$15.870	\$16.346	\$16.746
12 months	\$16.350	\$16.841	\$17.241
24 months	\$16.840	\$17.345	\$17.745
36 months	\$17.340	\$17.860	\$18.260

THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" - WAGES - 1998 to 1999
ELECTRONIC TECHNOLOGIST UNIT
2015 HOURS PER ANNUM

Classification (Code)	1-Apr-98	1-Apr-99	1-Oct-99
Biomedical Electronic Technologist (144)			
Start	\$17.440	\$17.963	\$18.363
6 months	\$18.300	\$18.849	\$19.249
12 months	\$19.230	\$19.807	\$20.207
24 months	\$19.780	\$20.373	\$20.773
36 months	\$20.410	\$21.022	\$21.422
Dialysis Electronic Technologis (140)			
Start	\$17.440	\$17.963	\$18.363
6 months	\$18.300	\$18.849	\$19.249
12 months	\$19.230	\$19.807	\$20.207
24 months	\$19.780	\$20.373	\$20.773
36 months	\$20.410	\$21.022	\$21.422
E.M.A.T. Electronic Technologist (141)			
Start	\$17.440	\$17.963	\$18.363
6 months	\$18.300	\$18.849	\$19.249
12 months	\$19.230	\$19.807	\$20.207
24 months	\$19.780	\$20.373	\$20.773
36 months	\$20.410	\$21.022	\$21.422
Biomedical Senior Electronic Technologist (145)	\$21.890	\$22.547	\$22.947
E.M.A.T. Senior Electronic Technologist (104)	\$21.890	\$22.547	\$22.947
Electronic Technician - E.M.A.T. (142)			
Start	\$16.610	\$17.108	\$17.508
6 months	\$17.440	\$17.963	\$18.363
12 months	\$18.300	\$18.849	\$19.249
24 months	\$19.230	\$19.807	\$20.207
36 months	\$19.780	\$20.373	\$20.773

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" - WAGES - 1998 to 1999
MAINTENANCE UNIT
2080 HOURS PER ANNUM**

Classification (Code)	1-Apr-98	1-Apr-99	1-Oct-99
Electrician (110)	\$20.260	\$20.868	\$21.268
Shift Electrician (115)	\$20.260	\$20.868	\$21.268
Plumber (122)	\$20.260	\$20.868	\$21.268
Shift Plumber (126)	\$20.260	\$20.868	\$21.268
Carpenter (101)	\$18.160	\$18.705	\$18.985
Painter (121)	\$16.620	\$17.119	\$17.399
Elevator Mechanic (132)	\$21.260	\$21.898	\$22.298
Locksmith (116)	\$18.160	\$18.705	\$18.985
Refrigeration Mechanic (125)	\$20.260	\$20.868	\$21.268
Helper (100)			
Start	\$12.740	\$13.122	\$13.122
6 months	\$13.010	\$13.400	\$13.400
12 months	\$13.320	\$13.720	\$13.720
18 months	\$13.800	\$14.214	\$14.214
Maintenance Mechanic (131)	\$16.250	\$16.738	\$16.898
Flooring Applicator (107)	\$16.260	\$16.748	\$17.028
Locksmith Helper (117)			
Start	\$14.800	\$15.244	\$15.524
12 months	\$15.440	\$15.899	\$16.137
Electronic Technician (123)			
Start	\$18.780	\$19.343	\$19.743
6 months	\$19.170	\$19.745	\$20.145
12 months	\$19.580	\$20.167	\$20.567
24 months	\$20.260	\$20.868	\$21.268
Labourer (120)			
Start	\$10.020	\$10.321	\$10.321
6 months	\$10.310	\$10.619	\$10.619
12 months	\$10.700	\$11.021	\$11.021
18 months	\$11.200	\$11.536	\$11.536
Environmental Controls Technician (124)	\$20.260	\$20.868	\$21.268
CCMS Systems Technician (A87)		\$20.868	\$21.268
Mason (119)	\$18.160	\$18.705	\$18.985
Industrial Mechanic (129)	\$19.630	\$20.219	\$20.499

APPENDIX "A" – WAGES – 1998 to 1999
MAINTENANCE UNIT

Classification (Code)	1-Apr-98	1-Apr-99	1-Oct-99
Shift Mechanic (133)			
Start	\$13.820	\$14.235	\$14.395
6 months	\$14.080	\$14.502	\$14.662
12 months	\$14.370	\$14.801	\$14.961
18 months	\$14.650	\$15.090	\$15.250
Groundskeeper (102)			
Start	\$14.890	\$15.337	\$15.337
6 months	\$15.230	\$15.687	\$15.687
12 months	\$15.570	\$16.037	\$16.037
18 months	\$15.920	\$16.398	\$16.398
Maintenance Technician (118)			
Start	\$14.580	\$15.017	\$15.017
6 months	\$15.000	\$15.450	\$15.450
18 months	\$15.420	\$15.883	\$15.883
Dietary Maintenance Mechanic (099)			
Start	\$16.530	\$17.026	\$17.186
6 months	\$16.940	\$17.448	\$17.608
12 months	\$17.370	\$17.891	\$18.051
24 months	\$17.790	\$18.324	\$18.484
Steriliser Mechanic (A40)			
Start	\$16.530	\$17.026	\$17.186
6 months	\$16.940	\$17.448	\$17.608
12 months	\$17.370	\$17.891	\$18.051
24 months	\$17.790	\$18.324	\$18.484
Lead Hand (Plumbing)*(A66)			
Start	\$21.310	\$21.918	\$22.318
6 months	\$21.660	\$22.268	\$22.668
12 months	\$22.010	\$22.618	\$23.018
Lead Hand (Electrical)*(A65)			
Start	\$21.310	\$21.918	\$22.318
6 months	\$21.660	\$22.268	\$22.668
12 months	\$22.010	\$22.618	\$23.018
Lead Hand (Carpentry)*(A56)			
Start	\$19.210	\$19.755	\$20.035
6 months	\$19.560	\$20.105	\$20.385
12 months	\$19.910	\$20.455	\$20.735

APPENDIX "A" – WAGES – 1998 to 1999
MAINTENANCE UNIT

Classification (Code)	1-Apr-98	1-Apr-99	1-Oct-99
Lead Hand (Paint)*(A55)			
Start	\$17.670	\$18.169	\$18.449
6 months	\$18.020	\$18.519	\$18.799
12 months	\$18.370	\$18.869	\$19.149
Key System Controller (103)			
Start	\$14.470	\$14.904	\$14.904
12 months	\$14.850	\$15.296	\$15.296
24 months	\$15.230	\$15.687	\$15.687
36 months	\$15.620	\$16.089	\$16.089
48 months	\$16.040	\$16.521	\$16.521
Lead Hand Communication Systems Technologist (624)			
Start		\$21.918	\$22.318
6 months		\$22.268	\$22.668
12 months		\$22.618	\$23.018
Communication Systems Technologist (105)			
Start	\$17.470	\$17.994	\$18.394
6 months	\$18.330	\$18.880	\$19.280
12 months	\$19.270	\$19.848	\$20.248
24 months	\$19.820	\$20.415	\$20.815
36 months	\$20.260	\$20.868	\$21.268
Communication Systems Technologist Assistant (106)	\$12.620	\$12.999	\$12.999
Laundry Maintenance Mechanic I (136)			
Start	\$15.420	\$15.883	\$16.043
6 months	\$15.810	\$16.284	\$16.444
12 months	\$16.210	\$16.696	\$16.856
24 months	\$16.540	\$17.036	\$17.196
Laundry Maintenance Mechanic II (130)			
Start	\$17.560	\$18.087	\$18.247
6 months	\$17.930	\$18.468	\$18.628
12 months	\$18.340	\$18.890	\$19.050
24 months	\$18.750	\$19.313	\$19.473

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

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

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2000
ENGINEER UNIT
2080 HOURS PER ANNUM**

Classification (Code)	1-Apr-00	1-Oct-00
2nd Class Operating Engineer (134)	\$21.693	\$22.093
Maintenance Engineer (vacant)	\$21.693	\$22.093
Operating Assistant (135)		
-with 3rd class		
Start	\$17.329	\$17.419
6 months	\$18.292	\$18.387
12 months	\$19.254	\$19.354
-with 4th class		
Start	\$16.383	\$16.473
6 months	\$17.294	\$17.389
12 months	\$18.204	\$18.304
Plant Helper (139)		
- Start	\$11.956	\$11.956
- 6 months	\$12.271	\$12.271
- 12 months	\$12.597	\$12.597
Lead Hand Plant Helper (138)	\$13.227	\$13.227
Lead Hand Plant Helper (PIO)	\$16.921	\$17.233

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

Note: Start rate for Operating Assistant with 3rd Class is 90% of the full rate (12 month).
6 month rate for Operating Assistant with 3rd Class is 95% of the full rate (12 month).

Start rate for Operating Assistant with 4th Class is 90% of the full rate (12 month).
6 month **rate** for Operating Assistant with 4th **Class** is 95% of the full rate (12 month).

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2000
OCCUPATIONAL THERAPY TECHNICIAN UNIT
2015 HOURS PER ANNUM**

Classification (Code)	1-Apr-00	1-Oct-00
Senior Tradesman Technician (148)		
Start	\$17.081	\$17.481
12 months	\$17.585	\$17.985
24 months	\$18.100	\$18.500
36 months	\$18.625	\$19.025

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2000
ELECTRONIC TECHNOLOGIST UNIT
2015 HOURS PER ANNUM**

Classification (Code)	1-Apr-00	1-Oct-00
Biomedical Electronic Technologist (144)		
Start	\$18.730	\$19.130
6 months	\$19.634	\$20.034
12 months	\$20.611	\$21.011
24 months	\$21.189	\$21.589
36 months	\$21.851	\$22.251
Dialysis Electronic Technologist (140)		
Start	\$18.730	\$19.130
6 months	\$19.634	\$20.034
12 months	\$20.611	\$21.011
24 months	\$21.189	\$21.589
36 months	\$21.851	\$22.251
E.M.A.T. Electronic Technologist (141)		
Start	\$18.730	\$19.130
6 months	\$19.634	\$20.034
12 months	\$20.611	\$21.011
24 months	\$21.189	\$21.589
36 months	\$21.851	\$22.251
Biomedical Senior Electronic Technologist (145)	\$23.406	\$23.806
E.M.A.T. Senior Electronic Technologist (104)	\$23.406	\$23.806
Electronic Technician – E.M.A.T. (142)		
Start	\$17.858	\$18.258
6 months	\$18.730	\$19.130
12 months	\$19.634	\$20.034
24 months	\$20.611	\$21.011
36 months	\$21.189	\$21.589

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2000
MAINTENANCE UNIT
2080 HOURS PER ANNUM**

Classification (Code)	1-Apt-00	1-Oct-00
Electrician (110)	\$21.693	\$22.093
Shift Electrician (115)	\$21.693	\$22.093
Plumber (122)	\$21.693	\$22.093
Shift Plumber (126)	\$21.693	\$22.093
Carpenter (101)	\$19.375	\$19.655
Painter (121)	\$17.757	\$18.037
Elevator Mechanic (132)	\$22.744	\$23.144
Locksmith (116)	\$19.364	\$19.644
Refrigeration Mechanic (125)	\$21.693	\$22.093
Helper (100)		
Start	\$13.385	\$13.385
6 months	\$13.668	\$13.668
12 months	\$13.994	\$13.994
18 months	\$14.498	\$14.498
Maintenance Mechanic (131)	\$17.235	\$17.395
Flooring Applicator (107)	\$17.368	\$17.648
Locksmith Helper (117)		
Start	\$15.834	\$16.114
12 months	\$16.460	\$16.698
Electronic Technician (123)		
Start	\$20.138	\$20.538
6 months	\$20.548	\$20.948
12 months	\$20.979	\$21.379
24 months	\$21.693	\$22.093
Labourer (120)		
Start	\$10.527	\$10.527
6 months	\$10.832	\$10.832
12 months	\$11.241	\$11.241
18 months	\$11.767	\$11.767
Environmental Controls Technician (124)	\$21.693	\$22.093
CCMS Systems Technician (A87)	\$21.693	\$22.093
Mason (119)	\$19.364	\$19.644
Industrial Mechanic (129)	\$20.909	\$21.189

**APPENDIX "A" – WAGES – 2000
MAINTENANCE UNIT**

Classification (Code)	1-Apr-00	1-Oct-00
Shift Mechanic (133)		
Start	\$14.682	\$14.842
6 months	\$14.956	\$15.116
12 months	\$15.260	\$15.420
18 months	\$15.554	\$15.714
Groundskeeper (102)		
Start	\$15.643	\$15.643
6 months	\$16.001	\$16.001
12 months	\$16.358	\$16.358
18 months	\$16.726	\$16.726
Maintenance Technician (118)		
Start	\$15.318	\$15.318
6 months	\$15.759	\$15.759
18 months	\$16.200	\$16.200
Dietary Maintenance Mechanic (099)		
Start	\$17.530	\$17.690
6 months	\$17.960	\$18.120
12 months	\$18.412	\$18.572
24 months	\$18.853	\$19.013
Steriliser Mechanic (A40)		
Start	\$17.530	\$17.690
6 months	\$17.960	\$18.120
12 months	\$18.412	\$18.572
24 months	\$18.853	\$19.013
Lead Hand (Plumbing)*(A66)		
Start	\$22.743	\$23.143
6 months	\$23.093	\$23.493
12 months	\$23.443	\$23.843
Lead Hand (Electrical)*(A65)		
Start	\$22.743	\$23.143
6 months	\$23.093	\$23.493
12 months	\$23.443	\$23.843
Lead Hand (Carpentry)*(A56)		
Start	\$20.425	\$20.705
6 months	\$20.775	\$21.055
12 months	\$21.125	\$21.405

**APPENDIX "A" – WAGES – 2000
MAINTENANCEUNIT**

Classification (Code)	1-Apr-00	1-Oct-00
Lead Hand (Paint)*(A55)		
Start	\$18.807	\$19.087
6 months	\$19.157	\$19.437
12 months	\$19.507	\$19.787
Key System Controller (103)		
Start	\$15.202	\$15.202
12 months	\$15.601	\$15.601
24 months	\$16.001	\$16.001
36 months	\$16.410	\$16.410
48 months	\$16.852	\$16.852
Lead Hand Communication Systems Technologist *(B24)		
Start	\$22.743	\$23.143
6 months	\$23.093	\$23.493
12 months	\$23.443	\$23.843
Communication Systems Technologist (105)		
Start	\$18.762	\$19.162
6 months	\$19.665	\$20.065
12 months	\$20.653	\$21.053
24 months	\$21.231	\$21.631
36 months	\$21.693	\$22.093
Communication Systems Technologist Assistant (106)	\$13.259	\$13.259
Laundry Maintenance Mechanic I (136)		
Start	\$16.363	\$16.523
6 months	\$16.773	\$16.933
12 months	\$17.193	\$17.353
24 months	\$17.540	\$17.700
Laundry Maintenance Mechanic II (130)		
Start	\$18.612	\$18.772
6 months	\$19.000	\$19.160
12 months	\$19.431	\$19.591
24 months	\$19.862	\$20.022

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

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

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" - WAGES - 2001
ENGINEER UNIT
2080 HOURS PER ANNUM**

Classification (Code)	1-Apr-01	1-Oct-01
2nd Class Operating Engineer (134)	\$22.535	\$22.935
Maintenance Engineer (vacant)	\$22.535	\$22.935
Operating Assistant (135)		
-with 3rd class		
Start	\$17.767	\$17.857
6 months	\$18.754	\$18.849
12 months	\$19.742	\$19.842
-with 4th class		
Start	\$16.803	\$16.893
6 months	\$17.736	\$17.831
12 months	\$18.670	\$18.770
Plant Helper (139)		
- Start	\$12.195	\$12.195
- 6 months	\$12.516	\$12.516
- 12 months	\$12.849	\$12.849
Lead Hand Plant Helper (138)	\$13.491	\$13.491
Lead Hand Plant Helper (PIO)	\$17.577	\$17.889

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

Note: Start rate for Operating Assistant with 3rd Class is 90% of the full rate (12 month).
6 month rate for Operating Assistant with 3rd Class is 95% of the full rate (12 month).

Start rate for Operating Assistant with 4th Class is 90% of the full rate (12 month).
6 month rate for Operating Assistant with 4th Class is 95% of the full rate (12 month).

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2001
OCCUPATIONAL THERAPY TECHNICIAN UNIT
2015 HOURS PER ANNUM**

Classification (Code)	1-Apr-01	1-Oct-01
Senior Tradesman Technician (148)		
Start	\$17.831	\$18.231
12 months	\$18.345	\$18.745
24 months	\$18.870	\$19.270
36 months	\$19.406	\$19.806

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2001
ELECTRONIC TECHNOLOGIST UNIT
2015 HOURS PER ANNUM**

Classification (Code)	1-Apr-01	1-Oct-01
Biomedical Electronic Technologist (144)		
Start	\$19.513	\$19.913
6 months	\$20.435	\$20.835
12 months	\$21.431	\$21.831
24 months	\$22.021	\$22.421
36 months	\$22.696	\$23.096
Dialysis Electronic Technologist (140)		
Start	\$19.513	\$19.913
6 months	\$20.435	\$20.835
12 months	\$21.431	\$21.831
24 months	\$22.021	\$22.421
36 months	\$22.696	\$23.096
E.M.A.T. Electronic Technologist (141)		
Start	\$19.513	\$19.913
6 months	\$20.435	\$20.835
12 months	\$21.431	\$21.831
24 months	\$22.021	\$22.421
36 months	\$22.696	\$23.096
Biomedical Senior Electronic Technologist (145)	\$24.282	\$24.682
E.M.A.T. Senior Electronic Technologist (104)	\$24.282	\$24.682
Electronic Technician – E.M.A.T. (142)		
Start	\$18.624	\$19.024
6 months	\$19.513	\$19.913
12 months	\$20.435	\$20.835
24 months	\$21.431	\$21.831
36 months	\$22.021	\$22.421

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
APPENDIX "A" – WAGES – 2001
MAINTENANCE UNIT
2080 HOURS PER ANNUM**

Classification (Code)	1-Apr-01	1-Oct-01
Electrician (110)	\$22.535	\$22.935
Shift Electrician (115)	\$22.535	\$22.935
Plumber (122)	\$22.535	\$22.935
Shift Plumber (126)	\$22.535	\$22.935
Carpenter (101)	\$20.048	\$20.188
Painter (121)	\$18.398	\$18.538
Elevator Mechanic (132)	\$23.607	\$24.007
Locksmith (116)	\$20.037	\$20.177
Refrigeration Mechanic (125)	\$22.535	\$22.935
Helper (100)		
Start	\$13.652	\$13.652
6 months	\$13.942	\$13.942
12 months	\$14.274	\$14.274
18 months	\$14.788	\$14.788
Maintenance Mechanic (131)	\$17.743	\$17.793
Flooring Applicator (107)	\$18.001	\$18.141
Locksmith Helper (117)		
Start	\$16.437	\$16.577
12 months	\$17.032	\$17.151
Electronic Technician (123)		
Start	\$20.949	\$21.349
6 months	\$21.367	\$21.767
12 months	\$21.806	\$22.206
24 months	\$22.535	\$22.935
Labourer (120)		
Start	\$10.738	\$10.738
6 months	\$11.048	\$11.048
12 months	\$11.466	\$11.466
18 months	\$12.002	\$12.002
Environmental Controls Technician (124)	\$22.535	\$22.935
CCMS Systems Technician (A87)	\$22.535	\$22.935
Mason (119)	\$20.037	\$20.177
Industrial Mechanic (129)	\$21.613	\$21.753

**APPENDIX "A" – WAGES – 2001
MAINTENANCE UNIT**

Classification (Code)	1-Apr-01	1-Oct-01
Shift Mechanic (133)		
Start	\$15.139	\$15.189
6 months	\$15.418	\$15.468
12 months	\$15.729	\$15.779
18 months	\$16.029	\$16.079
Groundskeeper (102)		
Start	\$15.956	\$15.956
6 months	\$16.321	\$16.321
12 months	\$16.685	\$16.685
18 months	\$17.060	\$17.060
Maintenance Technician (118)		
Start	\$15.624	\$15.624
6 months	\$16.074	\$16.074
18 months	\$16.524	\$16.524
Dietary Maintenance Mechanic (099)		
Start	\$18.043	\$18.093
6 months	\$18.483	\$18.533
12 months	\$18.944	\$18.994
24 months	\$19.394	\$19.444
Steriliser Mechanic (A40)		
Start	\$18.043	\$18.093
6 months	\$18.483	\$18.533
12 months	\$18.944	\$18.994
24 months	\$19.394	\$19.444
Lead Hand (Plumbing)*(A66)		
Start	\$23.585	\$23.985
6 months	\$23.935	\$24.335
12 months	\$24.285	\$24.685
Lead Hand (Electrical)*(A65)		
Start	\$23.585	\$23.985
6 months	\$23.935	\$24.335
12 months	\$24.285	\$24.685
Lead Hand (Carpentry)*(A56)		
Start	\$21.098	\$21.238
6 months	\$21.448	\$21.588
12 months	\$21.798	\$21.938

**APPENDIX "A" – WAGES – 2001
MAINTENANCE UNIT**

Classification (Code)	1-Apr-01	1-Oct-01
Lead Hand (Paint)*(A55)		
Start	\$19.448	\$19.588
6 months	\$19.798	\$19.938
12 months	\$20.148	\$20.288
Key System Controller (103)		
Start	\$15.506	\$15.506
12 months	\$15.913	\$15.913
24 months	\$16.321	\$16.321
36 months	\$16.739	\$16.739
48 months	\$17.189	\$17.189
Lead Hand Communication Systems Technologist '(824)		
Start	\$23.585	\$23.985
6 months	\$23.935	\$24.335
12 months	\$24.285	\$24.685
Communication Systems Technologist (105)		
Start	\$19.545	\$19.945
6 months	\$20.467	\$20.867
12 months	\$21.474	\$21.874
24 months	\$22.064	\$22.464
36 months	\$22.535	\$22.935
Communication Systems Technologist Assistant (106)	\$13.524	\$13.524
Laundry Maintenance Mechanic I (136)		
Start	\$16.854	\$16.904
6 months	\$17.272	\$17.322
12 months	\$17.700	\$17.750
24 months	\$18.054	\$18.104
Laundry Maintenance Mechanic II (130)		
Start	\$19.147	\$19.197
6 months	\$19.544	\$19.594
12 months	\$19.983	\$20.033
24 months	\$20.422	\$20.472

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

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

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
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.

This Agreement signed this 18 day of August, 2000.

Stewart
John Little
M. ...

For the Health Sciences Centre

John ...

...

...

...

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(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 18 day of August, 2000.

Stewart
John Z. Hesse
Julius

For the Health Sciences Centre

[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

For the International Union of
Operating Engineers, Local 987

MEMORANDUM OF AGREEMENT

between

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(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 18 day of August, 2000.

J. Stantrosky
J. Lynn Z. Kiede
J. Kiede

[Signature]

[Signature]

[Signature]

[Signature]

For the Health Sciences Centre

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
AND
THE HEALTH SCIENCES CENTRE

Plant Maintenance Department
Banked Time

Overtime may be banked by employees within the following conditions:

1. Standby hours stipulated in Article 1812 shall not be banked.
2. Overtime hours will be converted to regular hours for banking purposes.
3. 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.
4. At the end of each calendar year, all unused bank hours shall be converted to overtime pay and be paid by the Employer.
5. Employees shall be allowed to utilize their banked time by taking time off with pay up to a maximum of their accumulation.
6. Any time utilized from the bank must be mutually agreed in writing with the employee's immediate Supervisor.
7. 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 18 day of August, 2000.

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For the Health Sciences Centre

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**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(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 987, 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 18 day of August, 2000.

For the Health Sciences Centre

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(Electronic Technologists)
AND
THE HEALTH SCIENCES CENTRE

This is to certify that the International Union of Operating Engineers, local 987 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. General 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 18 day of _____, 2000.

J. Lynn Colledge

J. Lynn Colledge

For the Health Sciences Centre

W. Van der Loh

W. Van der Loh

W. Van der Loh

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(Energy Plant)

AND

THE HEALTH SCIENCES CENTRE

This is to certify that the International Union of Operating Engineers, Local 987 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 (12) 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 (8) hour day.
8. Shift premium applies on night shift and four **(4)** 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 18 day of August, 2000.

[Signature]
[Signature]
[Signature]
[Signature]

For the Health Sciences Centre

[Signature]
[Signature]
[Signature]
[Signature]

**For the international Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(Plant Maintenance)
AND
THE HEALTH SCIENCES CENTRE

This is to certify that the International Union of Operating Engineers, Local 987 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 18 day of August, 2000.

J. Logan LaHelle

For the Health Sciences Centre

Michael J. Conroy

V. Kunder

W. Van der Valk

**For the International Union of
Operating Engineers, Local 987**

MEMORANDUM OF AGREEMENT

BETWEEN

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

Concordia 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 987

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 18 day of August, 2000.

J. Stantley

J. Lynn Zwick

J. Miller

John Allen

in name
Hugh Connolly

V. K...

V. Van der Zee

For the Health Sciences Centre

For the international Union of
Operating Engineers, Local 987

**LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
AND
HEALTH SCIENCES CENTRE**

This Letter of Understanding is applicable to the following employees:

Shift Maintenance Mechanic

A. Patterson J. Sheard

Maintenance Mechanic

G. Hatt E. Yambao

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 18 day of August, 2000.

J. Sheard

J. Sheard

J. Sheard

[Signature]

[Signature]

[Signature]

[Signature]

U
For the Health Sciences Centre

For the International Union of
Operating Engineers, Local 987

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS - LOCAL 987
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 18 day of August, 2000.

Stanton

J. Lynn Little

ALB

For the Health Sciences Centre

[Signature]

[Signature]

Michael Connelly

[Signature]

[Signature]

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

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 18 day of August, 2000.

Handwritten signatures for The Health Sciences Centre on three lines.

Handwritten signatures for The International Union of Operating Engineers, Local 987 on three lines.

For the Health Sciences Centre

For the International Union of Operating Engineers, Local 987

LETTER OF UNDERSTANDING
BETWEEN
THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
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 18 day of August, 2000.

J. Stant...
J. Lopez...
[Signature]

[Signature]
[Signature]
[Signature]
[Signature]

For the Health Sciences Centre

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987
(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 18 day of August, 2000.

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For the Health Sciences Centre

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For the international Union of
Operating Engineers, Local 987

LETTER OF UNDERSTANDING

Between

The International Union of Operating Engineers
Local 987

- and -

Concordia Hospital
Health Sciences Centre
Misericordia Health Centre
Seven Oaks General Hospital
Deer Lodge Centre Inc.
The Salvation Army Grace General Hospital
(Hereinafter referred to as the **Employer**)

With regard to the application of Article 2401 (a) of the Collective Agreement between the above noted parties, the interpretation of "retiring in accordance with the provisions of the Healthcare Employees Pension Plan" shall mean to include an employee who is approved and in receipt of a Medical Disability Pension under the provisions of said Plan.

It is further agreed that for employees who are not enrolled in the Healthcare Employees Pension Plan the application of Article 2401 (a) of the Collective Agreement shall mean to include an employee who is approved for and in receipt of a Medical Pension under the provisions of the Canada Pension Plan.

This Agreement signed this 18 day of August, 2000.

J. Ryan Zerkow

Robert P. [unclear]

Robert Connelly

V. [unclear]
W. Van der Lek

For the Health Sciences Centre

For the International Union of
Operating Engineers, Local 987

LETTER OF INTENT

between

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Maintenance Unit)
(hereinafter called the "Union")**

and

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

**Re: Number of Bargaining Unit Employees from Maintenance
Participating in Collective Bargaining**

The parties hereby mutually agree to undertake a review related to the number of Bargaining Unit Representatives participating in Collective Bargaining (Local Negotiations) as may be impacted arising from urban hospital/facility bargaining unit restructuring should this occur during the life of this agreement.

This Agreement signed this 18 day of August, 2000.

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For the Health Sciences Centre

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**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Maintenance Unit)
(hereinafter called the "Union")

and

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

Re: Performance Reviews

This will confirm the Employer's intent to introduce a Performance Review Program for employees of the Maintenance Department

When Performance Reviews are conducted, the following guidelines shall apply:

- a) Performance Reviews shall be in writing and the contents shall be discussed with the employee.
- b) The employee shall sign the Performance Review for the sole purpose of indicating that he is aware of its contents.
- c) The employee shall have the right to add comments to be attached thereto.
- d) The employee shall be given a copy of the Performance Review.

The objectives of the program include the following:

- To provide an avenue for formal discussion between supervisors and employees in setting goals and objectives on an individual as well as an organizational basis.
- To clarify position responsibilities and establish expectations for satisfactory performance.
- To provide a vehicle for supervisors to communicate with employees respecting levels of performance and serve as a basis for employee development.
- To provide supervisors and employees with the opportunity to discuss and agree on action plans to improve performance when needed, as well as to identify and build on strengths.

Feedback to employees regarding performance in relation to established standards and expectations will occur. Performance reviews will be utilized as a planning tool for setting future performance expectations and for **developing** and implementing training needs **as funds** permit. Under the program, performance reviews will be conducted for all employees a minimum of once annually.

Performance reviews will encourage effective and on-going communication between supervisors and employees and are not intended to be disciplinary in nature or contain any form of discipline.

Where discipline is deemed necessary **by** the Centre, however, it shall only be administered in accordance with the provisions of Article 21 of the Collective Agreement.

This Agreement signed this 18 day of August, 2000.

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For the Health Sciences Centre

**For the International Union of
Operating Engineers, Local 987**

LETTER OF INTENT

between

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Maintenance Unit)
(hereinafter called the "Union")

and

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

Re: Agreement in Principle to the Concept of Modified Work Week / Hours of Work

The Union and the Employer agree to review/study the concept of modified/revised work weeks and/or hours of work with a view to the implementation thereof.

Such modified/revised work weeks and/or hours of work shall be cost-neutral and shall take into account the interests of the Employer with regard to operational factors within the facility, and the interests of the employees of the Bargaining Unit.

Any modified/revised work weeks/hours of work will be implemented only with the agreement of the Employer, the majority of the employees affected, and the Union.

This Agreement signed this 18 day of August, 2000.

J. Roger Zelleck

[Signature]

[Signature]

[Signature]

For the Health Sciences Centre

For the International Union of
Operating Engineers, Local 987

MEMORANDUM OF AGREEMENT

Regarding

STAFF MOBILITY

Between

Concordia Hospital
Health Sciences Centre
Misericordia Health Centre
Seven Oaks General Hospital
Deer Lodge Centre Inc.
Salvation Army Grace General Hospital

- and the -

International Union of Operating Engineers
Local 987

WHEREAS it is the desire of, and in the best interest of the parties to work toward the avoidance of job loss by providing for the mobility of employees within the WHA system;

AND WHEREAS the parties recognize that it is in the best interest of patient care to retain the knowledge and expertise of healthcare providers within the programs;

AND WHEREAS the parties wish to promote career opportunities by removing systemic barriers;

NOW THEREFORE the parties agree as follows:

1. This memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIP's, ERIP's, Training, EAP, etc.)
3. In the event that this Memorandum of Understanding conflicts with the terms of any existing collective agreement between the parties, the terms of this Memorandum shall prevail over the terms of the Collective Agreement (unless otherwise specified).
4. a) In the event of a transfer/closure/consolidation/merger of one or more of the programs and/or facilities, the Employer(s) will notify the unions, where possible • at least 90 days prior to the implementation date unless otherwise provided for in the applicable collective agreement. The Employer(s) will determine the estimated number and types of positions available, and update such data as the reconfiguration/implementation plans are defined.

*lesser notice may be given only in exceptional circumstances.

- b) The Employer(s) and Union(s) shall meet within 30 days of notice provided for in 4(a) to discuss issues arising out of the transfer of employees.
- c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):
 - positions affected at the sending facility
 - number of vacancies and new positions created at the receiving facility
 - up-to-date seniority lists
 - pertinent classification information
 - relevant time frames

5. **Staff Mobility**

A. Transfers **with** Programs

- i) When programs are transferred, consolidated, or merged from one facility or facilities to another, the Employer(s) will determine the number of staff required by classification.

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess numbers of staff wish to move, staff will be selected based on mobility seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable collective agreement(s).

If vacancies continue to exist after the job competition, the Employer(s) reserves the right to transfer employees from the sending facility to fill the vacancies commencing with the most junior qualified employee.

- ii) Employees who are transferred in accordance with this memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.
- iv) No new probationary/trial period will be sewed by transferring employees. Any transferring employee who had not **yet completed** their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving facility no later than 60 days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

B. Temporary Transfer of Employees

- i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall **be** offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- ii) Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's collective agreement,
- iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible

C. Voluntary Transfers to Vacancies

As bargaining unit vacancies arise that any of the Facilities intend to fill, the following procedures will apply:

- i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- ii) An internal and city-wide posting may occur simultaneously. Employees from other facilities will have the right to apply for said vacancy.

If the selected employee is a current employee of one of the nine (9) facilities, that employee will be entitled to transfer all seniority, service and other benefits as set out in the Letter of Understanding on Redeployment Principles and will **be** treated in all respects as if they had always been an employee of the receiving facility.

- iii) Where there are no qualified internal applicants, positions will be awarded in the following order;
 - Recall of laid off workers from the facility posting the vacancy (unless otherwise stipulated in the applicable collective agreement);
 - Applicants from the Redeployment List;
 - Applicants from one of the other nine facilities;
 - Applicants external to the nine facilities.

6. Seniority

A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.

B. Mobility seniority for the purposes of this memorandum will be calculated as follows:

"Seniority shall be defined as the total accumulated regular paid hours calculated from the date the employee last entered the service of the Employer".

C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.

D. To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

E. Any employee who:

- i) has utilized a redeployment number in the past to obtain a position but was not permitted to transfer seniority credits at the receiving facility, or
- ii) has voluntarily transferred to another facility between 01 January 1998 and the effective date of this memorandum,

shall be entitled to an adjustment of seniority which will reflect cumulative seniority earned both at the sending and receiving facilities. Processes contingent on seniority implemented prior to date of signing will not be adjusted retroactively, (e.g. bumping, vacation preference).

7. Staff Mobility Dispute Resolution Mechanism

This dispute resolution mechanism shall not be utilized to resolve disputes which could be addressed through the grievance arbitration procedure(s) set out in the applicable collective agreement.

Should a dispute(s) arise between a signatory Union(s) and a signatory employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within 20 calendar days and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved after such meetings, any party to the dispute may within a further 10 calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within 10 calendar days following such referral to arbitration. Should the parties fail to agree upon an Arbitrator, either party may forward a request to the Manitoba Labour board.

The above time limits may be extended by mutual agreement and shall be confirmed in writing.

The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

The decision of the Arbitrator shall be final and binding upon the parties to the dispute

Any costs incurred by either of the parties to the dispute, preceding or during arbitration proceedings, shall be borne by the parties incurring such costs, but cost of the Arbitrator shall be borne by the parties in equal share.

This Agreement signed this 18 day of August, 2000.

//

Attorneys by
J. Roger Wittchen

For the Health Sciences Centre

For the International Union of
Operating Engineers, Local 987

MEMORANDUM OF UNDERSTANDING

Between

Concordia Hospital
Health Sciences Centre
Misericordia Health Centre
Seven Oaks General Hospital
Deer Lodge Centre **Inc.**
The Salvation Army Grace General Hospital

and **the-**

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL **987**

Implementation and Interpretation of the "Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WHA System" (hereinafter referred to as "Staff Mobility Agreement")

This Memorandum is attached to and forms part of this Collective Agreement. Where a conflict exists between this Memorandum and the Staff Mobility Agreement, the terms of this Memorandum will supercede those of the aforementioned Memorandum.

The parties agree to implement and interpret the Staff Mobility Agreement as follows:

Seniority

1. An employee hired into this bargaining unit from a unit which has not ratified the Staff Mobility Agreement shall be treated in all respects as a newly hired employee. He/she shall have no rights over any existing employee in any matter determined by Seniority.
2. If any member of the IUOE, employed at any of the above noted facilities, transfers to another of the above noted employers, a special calculation for seniority hours shall take place to recognize the differences in "regular annualized hours of work" between the facilities.

The employee's seniority as defined in their Collective Agreement shall be converted to hours based on the regular annualized hours of work at the receiving facility.

(e.g. Facility A - regular annualized hours **2080**
Facility B - regular annualized hours **1950**)

Employee moves from **A** to **B** and has 10 years **service**, seniority hours shall be $1950 \times 10 = 19,500$ seniority hours at Facility **B**.

Employee moves from B to A and has 10 years service, seniority hours shall be $2080 \times 10 = 20,800$ seniority hours at Facility A.

3. A part-time employee's seniority shall be calculated as actual hours worked pro-rated on the basis of the regular annualized hours of the receiving facility. This calculation is only applicable under the conditions of an employee moving from one facility to another under the terms of the Staff Mobility Agreement and in no way affects the definition of seniority for a part time employee under their applicable Collective Agreement.
4. Seniority calculations in numbers 2 and 3 above shall be for the purpose of layoff, recall, transfer, promotion, vacation preference, etc. Vacation, pre-retirement and income protection accruals will be calculated as if the employee had always been employed by the receiving facility.

Other Provisions

1. The primary emphasis of the Mobility Agreement is to facilitate the voluntary transfer of staff with programs, to vacancies, or on a temporary basis.
2. The Employer agrees that the provisions of Section 5 (B) (iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances.
3.
 - a) Orientation for staff transferring with programs shall be provided in accordance with Section 5A (iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring employee.
 - b) Orientation for staff temporarily transferring to another facility in accordance with the provisions of Section 5B of the Mobility Agreement and section #2 of this Memorandum (above), shall be provided in accordance with 5A (iii) of the Mobility Agreement, if reasonably possible.
4.
 - a) It is agreed that 5A (ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
 - b) It is agreed that vacation earned at the sending facility shall not be paid out upon transfer unless the employee requests.
5. Return transportation will be provided by the Employer, if the employee requests transportation or if personal transportation is not available. If personal transportation is utilized, the following shall apply:
 - a) Parking in close proximity to the "receiving facility" will be made available.
 - b) Parking expenses shall be reimbursed to the employee by the Employer
 - c) The employee shall be eligible for transportation reimbursement of thirty cents (\$0.30) per kilometer for travel in accordance with the following formula, subject to a minimum guarantee of three dollars (\$3.00).

Distance (in kms.) from the employee's home to the "receiving facility" minus the distance (in kms.) from the employee's home to the "sending facility".

This Agreement signed this 8 day of August, 2000.

Stuart King
J. Roger Zetter
J. M. L. S.

For the Health Sciences Centre

[Signature]
[Signature]
[Signature]
[Signature]

**For the International Union of
Operating Engineers, Local 987**

LETTER OF UNDERSTANDING
ON REDEPLOYMENT PRINCIPLES
BETWEEN
PARTICIPATING EMPLOYERS - LISTED IN APPENDIX "A"
AND
PARTICIPATING UNIONS - LISTED IN APPENDIX "B"

PURPOSE:

- 1.01 The parties agree to work to develop employment security strategies to reduce the negative impact on employees affected by the restructuring of the health services system. The parties agree to strive towards consistency and timeliness in implementing this Letter of Understanding.
- 1.02 It is agreed by the parties that this Letter of Understanding shall work in concert with the provisions of the applicable Collective Agreements of the unions involved and shall be supplementary to same.
- 1.03 All terms and conditions of Collective Agreements and personnel policies and procedures of the receiving facility shall apply to the incoming employee except those terms and conditions of the Collective Agreement that have been abridged by this Letter of Understanding.
- 1.04 This Letter of Understanding governs the movement of laid-off employees and/or the movement of positions between bargaining units of the above-mentioned unions and employers.
- 1.05 For the purposes of this Letter of Understanding "receiving agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit which is the recipient of transferred positions/employees. Conversely, the "sending agreement(s)" shall mean the Collective Agreement applicable to the certified bargaining unit where the position/employee originated.
- 1.06 All particulars of job opportunities at receiving facilities will be made available to the unions as they become known to the above-mentioned employers.
- 1.07 "Central Redeployment List" means a list of employees who have been laid-off from a participating employer. Those on this list may apply for and receive preferential consideration for new and vacant in-scope positions at another participating employer, as set out in 4.02 herein.

Manitoba Council of Health Care Unions (MCHCU) will be provided with a copy of the Central Redeployment List, with an updated list provided on a continuing basis.

2. **SENIORITY:**

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.
- 2.02 Employees without a Collective Agreement shall not have seniority rights
- 2.03 Transfer of Seniority: The affected employer(s) and affected union(s) shall meet to determine any provisions for a transfer of seniority between bargaining units.

3. **TRIAL PERIOD:**

- 3.01 Employees who move to a new bargaining unit/employer may be required to serve a trial period in accordance with the Collective Agreement in the receiving facility. If unsuccessful in the trial period, the employee shall return to the Central Redeployment List and to the recall list of the sending employer.

4. **NEW AND VACANT POSITION:**

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement of that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.
- 4.02 When a new or **vacant** in-scope position *is* not filled **by** an internal employee as specified in 4.01, the receiving facility shall give preferential consideration to qualified applicants from the Central Redeployment List on the following basis:
 - a) employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
 - b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List. Copies of the above-mentioned new or vacant in-scope position postings will be sent **as** they occur to the MCHCU and participating employers (process to be established);
 - c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement,
 - d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
 - e) receiving facilities job description applies vis-a-vis qualification requirements;
 - f) Once an employee has been redeployed and has completed the trial period with a receiving employer, **she/he** shall relinquish any recall rights to **her/his former** employer unless **she/he is** laid off from the receiving employer. Should an employee be laid off from the receiving employer, **she/he** will be placed back on the recall list with the sending employer for the balance of time **she/he** would have been **on** the recall list **She/he will** also have recall rights in **accordance** with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List.

For the purposes of the Central Redeployment List, an employee's seniority shall be the cumulative seniority from the original sending employer and the original receiving employer.

5. **TRANSFER OF SERVICE/MERGER/AMALGAMATION:**

- 5.01 In the event of a transfer(s) of service/merger/amalgamation, the affected employer(s) and unions shall meet to determine whether employees should have the opportunity to move with the service or department to the receiving facility, to the extent that such positions are available.

6. **PORTABILITY OF BENEFITS:**

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
- 6.03 Length of employment applicable to pre-retirement leave. **NOTE:** Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.
- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.
- 6.05 **Benefits:** An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 **Salary Treatments:**
- a) If range is identical, then placed step-on-step;
 - b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE:

No red-circling provision except for Deer Lodge Centre employees who were guaranteed provisions as contained in the "Transfer Agreements" for the 1983 and 1987 transfer from federal to provincial jurisdiction and for whom the red circling provisions were in place prior to the inception of this Letter of Understanding.

- 6.07 Upon hire of an employee from the Central Redeployment List, the receiving employer **agrees to confirm** in writing to the employee all **benefits, including** seniority where applicable, which were transferred from the sending employer under this Letter of Understanding.

7. **OTHER CONDITIONS:**

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment. if applicable.

- 7.02 Salary and vacation earned to date to be paid out by sending employer
- 7.03 Banked time including overtime bank, stat bank, to be paid out **by** sending employer.

8. **TRAINING:**

- 8.01 The parties agree that provisions for training will be dealt with by the Joint Provincial Labour Adjustment Committee.

9. **DURATION OF LETTER OF UNDERSTANDING:**

- 9.01 This Letter of Understanding shall be in full force and effect for a 12 month period commencing date of signing. In the event that any one of the parties signatory to this Letter of Understanding wishes to terminate its participation in this Letter of Understanding it shall give sixty (60) days written notice to the other parties.

10. **APPEAL PANEL**

- 10.01 Should a dispute(s) arise between a participating union(s) and a participating employer(s) regarding the application, interpretation or alleged violation of this Letter of Understanding, the parties concerned shall meet and attempt to resolve the dispute(s) through discussion.

Should the dispute remain unresolved , any party to the dispute may refer the matter(s) to an Appeal Panel composed of:

Two (2) persons from Participating Employers who are not directly involved in the dispute.

Two (2) persons from the Participating Unions who are not directly involved in the dispute.

The Appeal Panel shall set its own procedures for hearing the dispute and may accept any evidence that it deems appropriate.

Only lay advocate(s) shall be utilized by each party to the dispute in the presentation of its case.

The Appeal Panel shall make every effort to mediate the dispute to resolution.

Should efforts to mediate fail, the Appeal Panel shall submit its written recommendation(s) for settlement to the parties concerned, within fourteen (14) calendar days.

The Letter of Understanding on Redeployment Principles represents a tentative agreement reached November 24, 1992 in a Committee representing Employers and Unions listed in Appendix "A" and "B" respectively.

This Letter of Understanding is subject to ratification by employers and locals/bargaining units.

Signed on this 9th day of December, 1992, by the Committee Members or Union Employer signing authority:

FOR EMPLOYERS:

Wynne R. Ryan
Judy Jones
D. J. [unclear]
Paul [unclear]
Del [unclear]
[unclear]
[unclear]
[unclear]
[unclear]
[unclear]

FOR UNIONS:

Gene [unclear]
[unclear]
Walter [unclear]
R. P. [unclear] MCEU
[unclear] [unclear]
[unclear] PSAC
[unclear]
[unclear]
[unclear]
John Peterson UOE

PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES

Altona Community Memorial Health Centre	Fred Douglas Lodge (Winnipeg)
Arborg & District Health Centre	Glenboro Health District
B.G.T.W. Shared Services Inc. (Glenboro)	Gilbert Plains Health Centre Inc
Baldur Health District	Gillam Hospital Inc.
Beacon Hill Lodges Inc. (Winnipeg)	Golden West Centennial Lodge (Winnipeg)
Beausejour District Hospital	Grace General Hospital
Bethel Home Foundation (Gimli)	Grandview District Hospital
Bethel Home Foundation (Selkirk)	Grandview Personal Care Home
Bethania Mennonite Personal Care Home (Winnipeg)	Hamiota District Health Centre
Bethel Hospital (Winkler)	Hartney Medical Nursing Unit
Bethesda Health & Social Services District (Steinbach)	Health Sciences Centre
Birtle Health Services District	Johnson Memorial Hospital (Gimli)
Boissevain Health District	Lac du Bonnet District Health Centre
Boyne Lodge (Carman)	Lakeshore District Health System:
Brandon Clinic	Lundar Personal Care Home
Brandon General Hospital	Eriksdale Personal Care Home
Carberry Plains District Health Centre	E.M. Crowe Memorial Hospital (Eriksdale)
Carman Memorial Hospital	Ashern Personal Care Home
Central Park Lodges Ltd. (CPL/Parkview Pl., CPL/Poseidon Care Centre and Brandon)	Lakeshore General Hospital (Ashern)
Centre de Sante Notre Dame (Hospital)	Leaf Rapids Health Centre
Centre de Sante Notre Dame (Foyer)	Lions Prairie Manor (Portage)
Churchill Health Centre	Lorne Memorial Hospital (Swan Lake)
Community Therapy Services Inc. (Wpg.)	Luther Home (Winnipeg)
Concordia Hospital	Lynn Lake Hospital
Convalescent Home of Winnipeg,	MacGregor & District Health Centre
The Dauphin Regional Health Centre	Manitoba Health Organizations (Winnipeg)
Deer Lodge Centre	Manitoba Cancer Treatment & Research Foundation
Deloraine Health Centre	Manitoba Odd Fellows' Home (Winnipeg)
De Salaberry District Health Centre (St. Pierre-Jolys)	McCreary Alonsa Health Centre
Dinsdale Personal Care Home (Brandon)	McCreary Alonsa Personal Care Home
Douglas Campbell Lodge (Portage)	Menno Home for the Aged (Grunthal)
Or. Gendreau Memorial PCH Inc. (Ste Rose)	Metropolitan Kiwanis Courts
East View Lodge (Neepawa)	Minnedosa District Hospital
East-Gate Lodge Inc. (Beausejour)	Misericordia General Hospital
Ebenezer Home for the Aged (Altona)	Morden District General Hospital
Elkwood Manor (Elkhorn)	Morley House of Shoal Lake (Shoal Lake)
Erickson District Health Centre	Mount Carmel Clinic (Winnipeg)
Fairview Home (Brandon)	Neepawa District Memorial Hospital
Flin Flon General Hospital	Oakview Place (Extendicare/Winnipeg)
	Pembina-Manitou Health Centre
	Pinawa Hospital
	Pine Falls Health Complex
	Portage District General Hospital

Red River Valley Health District
(Morris)
Rehabilitation Centre for Children
Reston District Health Centre
Riverdale Health Services District
(Rivers)
Riverview Health Centre
Roblin District Health Centre
Rock Lake Health District
(Crystal City)
Rossburn District Health Centre
Russell & District Personal Care
Home Inc.
Russell District Health Centre
Ste. Anne Hospital
St. Boniface General Hospital
St. Claude Hospital & Pavilion
St. Paul's Home (Dauphin)
Ste. Rose General Hospital
Sandy Lake Medical Nursing Home
Selkirk & District General Hospital
Seven Regions Health Centre
(Gladstone)
Seven Oaks General Hospital
Sharon Home, The (Winnipeg)
Sherwood, The (Virden)
Shoal Lake-Strathclair Health Centre
Snow Lake Medical Nursing Unit #40
Souris Health District
Stonewall & District Health Centre
Swan River Valley Hospital

Swan River Valley PCH
Tache Nursing Centre Teulon-Hunter
Memorial Health Centre
(Teulon)
The Pas Health Complex
Thompson General Hospital
Tiger Hills Health District (Treherne)
Tri-Lake Health Centre (Killarney)
Tuxedo Villa (Extendicare/Winnipeg)
Urban Shared Services Corporation
Victoria General Hospital
Victoria General Hospital Foundation
Victorian Order of Nurses, Wpg.
Branch
Virden District Hospital
Vita District Health Centre
Wawanesa District Memorial Health
Centre
West Man Nursing Home Inc.
(Virden)
Westman Reg. Lab. Services Inc.
(Brandon)
Westview Lodge (Boissevain)
Winnipegosis General Hospital
Winnipegosis Personal Care Home

APPENDIX "B"

PARTICIPATING UNIONS

Canadian Union of Public Employees

Manitoba Nurse's Union

Manitoba Association of Health Care Professionals

Manitoba Government Employees Union

International Union of Operating Engineers

United Food and Commercial Workers

Public Service Alliance of Canada

Professional Institute of the Public Service Canada

Service Employees International Union