

AGREEMENT

between

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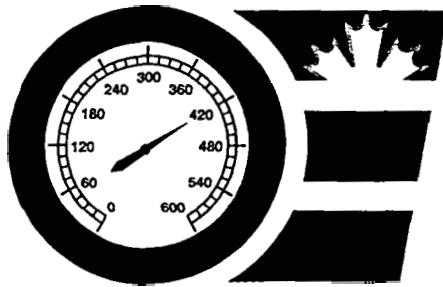
WINNIPEG REGIONAL HEALTH AUTHORITY (HSC SITE)

(Includes: Engineers Group
Maintenance Group
Occupational Therapy Group
Clinical Technology Group
Rehab Group)
(herein after called the "Employer")

and

THE INTERNATIONAL UNION OF OPERATING ENGINEERS LOCAL 987

(herein after called the "Union")



APRIL 1, 2008 TO MARCH 31, 2012

10852(05)

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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, occupational health and safety, 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 I SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB-6248.
- 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, 2008 until the thirty-first day of March, 2012. 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 Group**
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.
- 409 **Applicable to Occupational Therapy, Engineers, Clinical Technology, Rehabilitation Groups**
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.
- 410 In the event that the horsepower rating of the plant, as defined in the Power Engineers Act of Manitoba, is lowered, the incumbent Engineers will **be** grandfathered in their existing classification. Position descriptions for these incumbent engineers will be updated as part of this process in accordance with Article 9 of the Collective Agreement and will include relevant duties which shall be enabled by the lowered rating of the plant.

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 grievers(s) and one (1) representative.
 - b) In the case of central negotiations toward a collective agreement, including conciliation, mediation or arbitration, the maximum number of union representatives shall be four (4) representatives from the bargaining unit.
 - c) In the case of local negotiations toward a collective agreement, including conciliation, mediation or arbitration, the maximum number of union representatives shall be six (6) representatives from the bargaining unit.
 - 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:
- ancestry, including color and perceived race
 - ethnic background or origin
 - age
 - nationality or national origin
 - political belief, association or activity
 - religion or creed
 - sex, including pregnancy
 - marital status or family status
 - sexual orientation
 - physical or mental disability

- place of residence
- membership or activity in the union,

except as may be allowed under the Manitoba Human Rights Code.

602 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in 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) An "indefinite term" employee is one hired solely for the replacement of an ill or injured employee where the duration of the employee's absence is unknown.

Where the Employer deems a term position to be of an indefinite length due to an employee's illness or injury, the term position shall be posted as "indefinite term" and the Union shall receive notification of the posting immediately.

The indefinite term position shall conclude upon the return or termination of the originally ill/injured employee or where the employee is ultimately deemed to be medically unable to return to his original position.

Employees returning from this leave will provide the Employer with as much notice as possible of the date of return.

The employee occupying said "indefinite term" position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer.

- c) No employee shall be laid-off and re-employed for the purpose of extending the period of temporary employment.
- d) A temporary/term employee is entitled to all provisions of the Collective Agreement unless otherwise specified.
- e) 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.
- f) A temporary/term employee may be required to complete a further three (3) month probationary period upon being awarded a permanent position.
- g) 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.
- h) 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.
- i) Except for an "indefinite term" employee as defined in 704 (b), 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 Group:

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, Rehab and Clinical Technology Groups:

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.
- 709 In any instance where the Union is to be notified, the Union shall mean the business manager or designate of the certified bargaining agency for the employees as defined in the Manitoba Labour Board Certification.

ARTICLE 8 BULLETIN BOARDS

- 801 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 Group:**
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 Group:**
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.

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- 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 dispute 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 **Complaint Stage**
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 1**
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 designate stating allegations and redress sought.
- The appropriate department head or designate shall provide a written decision within seven calendar days of the receipt of the written grievance.
- 1008 **Step 2**
Failing settlement of the grievance at Step 1 or at the expiry of the time limits to respond at Step 1, the Union may refer that grievance to the site administrator or designate within a further ensuing seven (7) calendar days.
- The site administrator or designate shall provide a written decision within seven calendar days of the receipt of the written grievance.
- 1009 If the dispute is not resolved by the decision in Step 2 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 site administrator or designate, by the Shop Steward or delegate.
- 1011 A grievance arising from a dismissal may be initiated at the site administrator or designate level.
- 1012 The time periods designated in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

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 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a single Arbitrator, the notice referred to in Article 1009 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 fourteen (14) 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 fourteen (14) calendar days, either party may submit the name of its appointee to a Board of Arbitration to the other party, in accordance with Articles 1103, 1104, 1105 of this Agreement within fourteen (14) 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.

1103 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a three person Board, the notice referred to in Article 1009 shall contain the first party's appointee to the Arbitration Board.

1104 The party receiving such notice shall, within fourteen (14) 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.

1105 Within fourteen (14) 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.

1106 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.

1107 The Chairman or Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereto.

1108 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.

1109 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.

1110 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.

1111 The time limits fixed in the 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 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

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

- 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 which is in the same occupational grouping as is the classification of the laid-off employee (as per the classification groupings shown in Appendices A – E), provided he has the necessary qualifications to perform the work. Groups D and E will be considered as one "occupational grouping". In effect, the individual occupational groupings will be A, B, C, D/E, for purpose of layoff and the administration/interpretation of Article 12.

The classification of Assistant Service Technician will be grouped in "A".
The classification of E.M.A.T. Machinist will be grouped in "A", "D" and "E".

The classifications as follows will be grouped in "A" :

- Orthotic Technician (unregistered)
- Prosthetic Technician (unregistered)
- Orthotic Footwear Technician
- Orthotic Technician (registered)
- Prosthetic Technician (registered)
- Orthotic/Prosthetic Technician (dual registered)

- 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.

1211 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

- 1212 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 (7) 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.

The return to his former classification, service, or position shall be arranged no later than one (1) full pay period from the date of the written request, or sooner if mutually agreed.

- 1213 Upon promotion, an employee shall receive a salary applicable to his new classification which provides an increase above his former salary.
- 1214 The date of promotion will become an employee's anniversary date for salary increment purposes.
- 1215 **Applicable to Engineers Group:**
The Employer agrees to post notice on Energy Centre bulletin boards, for all vacancies within the scope of this Group, stating required qualifications, for a period of not less than seven (7) calendar days.
- 1215 **Applicable to Occupational Therapy Group:**
The Employer agrees to post notice on Occupational Therapy bulletin boards, for all vacancies within the scope of this Group, stating required qualifications, for a period of not less than seven (7) calendar days.
- 1215 **Applicable to Maintenance Group:**
The Employer agrees to post notice on Maintenance bulletin boards, for all vacancies within the scope of this Group, stating required qualifications, for a period of not less than seven (7) calendar days.
- 1215 **Applicable to Clinical Technology Group:**
All vacant positions which fall within this Group shall be posted for a period of seven (7) days, stating required qualifications.
- 1215 **Applicable to Rehab Group**
The Employer agrees to post notice on Rehab bulletin boards, for all vacancies within the scope of this Group, stating required qualifications for a period of not less than seven (7) calendar days.
- 1216 This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.
- 1217 Provided that applicants are equally qualified, preferential consideration shall be given to present employees of the Employer.

1218 Each employee who applies for a posted vacancy will be notified in writing of the disposition of his application.

TRAINING

1219 Employees shall be encouraged to improve their abilities by participation in available training programs.

1220 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.

1221 Applicable to Engineers Group:

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 or Manitoba Public Insurance, 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 an illness or injury of an employee's spouse, dependent child, or parent. Travel to and attendance at urgent or critical medical appointments or treatments with a spouse, dependent child or parent also apply. Requests for leave shall not be unreasonably denied. 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"

1307 Applicable to Engineers, Maintenance and Clinical Technology Groups:

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 and Rehab Groups:

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 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of the illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. A certificate from a qualified medical practitioner will not be requested in an arbitrary manner.

The Employer reserves the right to appoint another qualified medical practitioner to 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. The aforementioned right will not be exercised in an arbitrary manner and the Employer will pay any costs related to this examination charged by the qualified medical practitioner.

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 Effective April 1, 2009, or an earlier date as may be feasible, all employees currently participating in the Joint Health Fund will be transferred to the HSC Dental Plan, based on the following provisions:

- The HSC Dental Plan will be available for the eligible employees for as long as that plan is maintained by the Employer. If, at a future date, the employer determines that the existing HSC Dental Plan is to be terminated all employees within that plan will be transferred to the HEBP Dental Plan, within the terms, conditions, and benefits of that plan as are in effect on that date.
- All contributions to the Joint Health Fund, will cease effective March 31, 2009 (or such earlier date as may be feasible) and those contributions will be redirected to the HSC Dental Plan to fund the costs of maintaining that plan. If, at a future date, the employer determines that the existing HSC Dental Plan is to be terminated, those redirected Employer contributions will be used to fund the employer's contributions to the HEBP Dental plan.
- All eligible dental claims, for services provided up to and including March 31, 2009, (or such earlier date as may be feasible) will be covered by the Joint Health Fund. Eligible dental services occurring on or after April 1, 2009 will be covered by the HSC Dental Plan.
- All funds remaining in the Joint Health Fund after all claims up to the March 31, 2009 date, or an earlier date as may be feasible, are processed will be forwarded to the Employer.

- 1314 Benefit plan changes to be as agreed to with central Union support tables (MCHCU) and as currently being planned for implementation across the health care system.

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, Rehab, Occupational Therapy and Clinical Technology Groups:**
- 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.
- 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 Where an employee qualified for income protection 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. If requested within one week of the employee's return to work, proof of hospitalization will be provided. The period of vacation so displaced shall either be added to the vacation period if mutually agreed or reinstated for use at a later mutually agreed date.

1421 In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

Part time employees shall be entitled to a pro-rata portion of this benefit.

Employees whose anniversary date falls in the period April 1, 2008 to March 31, 2009 will be entitled to receive this benefit in the 2009 calendar year.

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
Canada Day (July 1)	Christmas Day
August Civic Holiday	Boxing Day
Easter Monday	Louis Riel Day

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 Upon request, an employee may utilize his vacation or bank time for the purpose of taking time off for the purpose of observing a justifiable high holy day in accordance with his/her personal religious beliefs, as long as adequate notice is given in order to accommodate the scheduling of these days, and all such reserved days are used prior to the end of the vacation year.

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

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, Rehab and Clinical Technology Group:**

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, niece and nephew, fiancé, 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.
- Requests for unpaid Family Leave as per the Employment Standards Code, will be provided in accordance with the Code.
- 1606 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.
- 1607 An employee required to serve as a juror or subpoenaed as a witness (in any legal proceedings) shall receive leave of absence at his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.
- 1608 Employees granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.

MATERNITY LEAVE

- 1609 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. An employee shall be granted leave of absence for up to fifty-four (54) weeks where she qualifies for both Maternity and Paternal Leave.
- (a) Maternity Leave – Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
- (i) *The* employee must submit her written request for such leave of absence at least two (2) months before the intended date of the leave.
 - (ii) An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of leave (for Maternity and Parental Leave).
 - (iii) If an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four **(4)** week's notice.
 - (iv) The Centre is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
 - (v) 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.

(b) Parental Leave

- (i) In order to qualify for Parental Leave an employee must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
 - (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Centre an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
 - (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) day's notice provided that such application for such leave is made when the adoption has been approved and the Centre is kept informed of the progress of the adoption proceedings.
 - (iv) An employee who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. If requested by the employee extensions to leaves under this clause will be granted if reasonably possible.
- (c) Any vacation earned up to the time of the commencement of leave will be available to be taken following the employee's return from Parenting Leave.
- (d) Subject to (e) below, Parental Leave must commence no later than the first (1st) anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Centre.
- (f) A full-time employee who is commencing a leave of absence under 1609 shall be paid an amount equal to three (3) days basic salary. Part-time employees shall be entitled to this benefit on a pro rata basis.
- (g) An employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits before or after the period of leave covered by Employment Insurance.
- (h) An employee shall be entitled to three (3) days leave of absence with pay within seven (7) days of the birth or adoption of their child. 1609 h) will not be used in a pyramiding fashion with Article 1609 f). Leaves for part time employees will be prorated.

1610 Where an employee's child requires hospitalization during the period of Parenting Leave granted under 1609, the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume Parenting Leave when the child's hospitalization is over and remain on Parenting Leave for the balance of the originally requested leave or the extended leave granted under 1609 (b) (iv).

1611 An employee returning to work from Parenting Leave shall provide the Centre with no less than two (2) weeks notice of the planned return date. Unless otherwise mutually agreed between the employee and the Centre, on return the employee shall be placed in her former position and shift schedule at the same salary lever or a comparable position if the former job classification is no longer available.

1612 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.

1613 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.

1614 a) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within the boundaries of the City of Winnipeg or within 80 km of Winnipeg boundaries during his/her regular hours of work) during his regular hours of work:

- the registration, tuition fees, and related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.
- the employee shall be paid his /her regular pay (at straight time rates).

b) Where the Employer requires an employee to attend educational conferences, workshops, or courses (within the boundaries of the City of Winnipeg or within 80 km of Winnipeg boundaries during his/her regular hours of work) which includes time outside his/her regular hours of work:

- the registration fee, tuition fees, related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.
- the employee shall either be paid overtime pay in accordance with applicable overtime- provisions of the Collective Agreement; or the employee's hours of work (schedule) shall be changed in accordance with provisions of the Collective Agreement to accommodate the schedule of the program attended , in which case he/she shall be paid his/her regular pay (at straight time rates).

- c) Where the Employer requires an employee to attend educational conferences, workshops, or courses (outside the City of Winnipeg and requires an overnight stay of one night or more), and which includes time outside his/her regular hours of work:
 - the registration fee, tuition fees, related expenses relating to attending the program (accommodation, ground & air transportation, and per diem including incidentals) shall be paid by the Employer.
 - in the case where the employee leaves for the program to be attended during his/her regular work day, he/she shall be paid his/her regular pay for that day
 - commencing on the following day or commencing on a non-regular work day – for each 24 hour period the employee is away, including travel and program time, the employee shall be paid his/her regular days' salary (normal hours @ straight time) – pro-rated for less than 24 hour periods
- d) All travel arrangements must be approved by the Employer in advance.
- e) Travel time to or from an educational conference, workshop, or course outside of regular working hours, where an employee has also worked a full shift on that same day, shall be paid at overtime rates.
- f) Employees are entitled to cash advances for anticipated expenses related to an out of town trip.

ARTICLE 17 HOURS OF WORK & SHIFTS

This Article applicable to Maintenance Group:

1701 The regular working hours for employees other than those covered by the applicable Letter 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 Group:

- 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 12:00 - 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 Group:

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 Clinical Technology Group:

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 12:00 - 12:30 p.m. whenever possible (Rehab Engineering 12:00 - 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.

This Article Applicable to Rehab Group:

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 normal lunch break shall be from 12 - 12:30 p.m. whenever possible

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

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 facility 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 contiguous to a regular shift. (Overtime at one and one half (1 1/2) times where it is contiguous to the end of the shift and overtime at double times (2X) where it is contiguous to the start of the shift).

Contiguous overtime that is to occur prior to a shift will only apply where an employee is notified during normal working hours that the employee is required to report one hour or less earlier for work on a subsequent day relating to a specific task, duty, or purpose.

- 1803 a) 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.
- b) When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:
- i) An employee who has not completed his regular daily or bi-weekly hours of work shall be paid at his basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at his basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
- ii) An employee who has completed his regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
- iii) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
- iv) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.

- 1804 A "call-back" shall be any return to work between an employee's regularly scheduled hours of work except as per Article 1802 d).
- 1805 An employee who works overtime for a period in excess of two (2) hours shall be granted \$5.00 for a meal (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) and a further \$5.00 (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) 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 requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled to a later time chosen by the employee or added to the employee's current scheduled vacation period at the employee's discretion.
- 1811 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 1812 a) Except as provided, there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight hour rest period would leave two hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.
- b) 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 are applicable only to Maintenance and Clinical Technology Groups:

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 return to work for a standby call 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. Where there is a return to work for other than a standby call Articles 1802 & 1803 shall apply.

1815 Applicable to Maintenance Group:

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 and 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 Clinical Technology:

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 Group:

All employees who possess valid journeyman plumber and journeyman steamfitter qualifications will be eligible to provide standby coverage within six (6) to nine (9) months after their start date.

1816 Applicable to Clinical Technology:

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.

- 1817 Employees shall be entitled to bank overtime equivalent to the normal full-time bi-weekly hours. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of the normal full-time bi-weekly hours will be paid out automatically at the end of the fiscal year (March 31st).

Those employees whose overtime banks exceed the normal full-time bi-weekly hours at date of ratification, will not be allowed to bank any additional overtime, until the bank has been reduced to below the normal bank limit. At that time, banking of overtime will be allowed consistent with the above provisions.

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.

Where twelve (12) hour shifts are in place those twelve (12) hour shift employees may bank overtime hours to a maximum of eighty-four (84) hours at any one time.

ARTICLE 19 SHIFT & WEEKEND PREMIUM, TRANSPORTATION ALLOWANCE

- 1901 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 one dollar and thirty-one cents (**\$1.31**) per hour for that entire shift.
- 1902 When called back, the employee is expected to return to work by the fastest means possible. An employee will receive the taxi fare to and from the Facility or the current Province of Manitoba mileage rate per kilometre if he elects to use his own automobile subject to a minimum guarantee of four dollars (**\$4.00**). When the Province of Manitoba mileage rates are increased and exceed the above rates the employer will adjust the rates retroactive to the date the Provincial rate takes effect.
- 1903 A weekend premium of one dollar and thirty-five cents (**\$1.35**) 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.
- 1904 Shift premium will not be payable while an employee is on standby.

ARTICLE 20 SUB-CONTRACTING OUT

- 200 **Applicable to Engineers, Occupational Therapy, Rehab and Clinical Technology Groups:**
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. An employee with more than six months service whose classification within the bargaining unit is changed because of sub-contracting 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 Group:**

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

2101 Applicable to Maintenance Group:

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

2101 Applicable to Clinical Technology, Rehab, Occupational Therapy and Engineers Groups:

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 (1) such file shall be maintained.

- 2106 If written evidence is filed in an employee's file and not discussed with the employee, giving the employee an opportunity to defend himself, it shall not be considered as valid information.
- 2107 The record of any disciplinary action, specific or general dissatisfaction, or complaint about an employee's work performance or employment record shall automatically be reviewed six (6) months after the occurrence of the incident.

ARTICLE 22 TECHNOLOGICAL CHANGE

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

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

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and Employer fail to agree upon measures to protect the employees from any adverse effects, the matter may be referred by either party to Arbitration as provided for under the terms of this Agreement.

2202 TRANSFER ARRANGEMENTS

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

2203 TRAINING BENEFITS

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

ARTICLE 23 STAFF/MANAGEMENT COMMITTEE

This article is not applicable to Occupational Therapy Group:

2301 Applicable to Engineers & Rehab Group:

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 Group:

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 Clinical Technology:

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 (a) Full-time employees retiring in accordance with the provisions of either of the Employer's Group Pension Plans, whether or not enrolled in the Pension Plans shall be granted a pre-retirement leave on the basis of four (4) days per year of employment (seniority).

(b) Part-time employees shall have their pre-retirement leave calculated in accordance with the following formula:

$$\frac{\text{Total Regular Paid Hours from Date of Hire}}{\text{Regular Full-Time Hours}} \times 4 \text{ Days}$$

(c) An employee who has a combination of full-time and part-time service will have his pre-retirement leave calculated for full-time service in accordance with 24.01 (a) and for part-time service in accordance with 24.01 (b).

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 Appendix A, B, C, D & E attached to and forming part of this Agreement.

ARTICLE 26 UNIFORMS, PROTECTIVE CLOTHING

- 2601 a) The Employer shall provide, maintain and launder all uniforms and protective or special work clothing which are to be worn on duty. Where employees are currently required to wear uniforms, such practice shall be continued; where employees do not currently wear uniforms and instead wear protective clothing as an alternative, such practice shall be continued. Any changes to the existing practices will be done only by mutual agreement between the Employer and the Union.
- b) All such items, except safety shoes, shall remain the property of the Employer and will 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 final pay cheque. The number of uniforms provided will be eight (8) complete sets (8 pants and 8 shirts initially) and two additional sets January 7th of each year.
- c) Employees shall wear uniforms or special articles only when on duty.
- d) The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall be used only during work duties.
- e) The Employer shall pay for the cost of replacing an employee's safety glasses when such glasses are broken or damaged while at work.
- 2602 The Employer agrees to supply an allowance for safety shoes for each employee subject to the following:
- a) Effective January 1, 2010, an allowance of one hundred fifteen dollars (\$115.00) shall be paid to each employee on January 1 of each year.
- b) Replacement, as necessary, will occur where safety shoes are damaged due to work conditions.
- c) To qualify for the above 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 27 LOSS OF TOOLS

- 2701 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.
- 2702 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- 2703 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 28 TEMPORARY ASSIGNMENT OF DUTIES

- 2801 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, for the majority of a given shift, he shall be paid the minimum rate or the next highest step above his present salary in the pay range of the higher position whose duties he is assigned to perform. No employee shall perform the work of a higher paid classification unless the afore-mentioned conditions are met.
- 2802 **Applicable to Maintenance and Clinical Technology Groups:**
No employee of this bargaining unit shall do the work of a supervisor outside of the bargaining unit.
- 2803 An employee temporarily assuming a lower paid position will not have his salary reduced.

ARTICLE 29 GROUP BENEFITS

- 2901 Enrolment in the Group Pension Plan and the Group Life Insurance Plan is a condition of employment for all full-time and part-time staff.
- 2902 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.
- 2903 Temporary and probationary employees are not eligible for group coverage.

ARTICLE 30 TERMINATION OF EMPLOYMENT

- 3001 Employment may be terminated by two (2) weeks written notice by an employee, exclusive of vacation. The employer must provide written notice of termination to employees as follows:
Less than three years – 2 weeks notice
At least three years and less than five years – 4 weeks notice.
At least five years and less than ten years - 6 weeks
At least ten years – 8 weeks

3002 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.

3003 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.

3004 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 31 MEDICARE PREMIUMS

3101 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 32 DISABILITY AND REHABILITATION PLAN

3201 The Employer will contribute a maximum of two point three percent (2.3%) of base salary to fund the Provincial Disability and Rehabilitation Plan.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the Disability and Rehabilitation Plan is one hundred and nineteen (119) calendar days.

ARTICLE 33 RETROACTIVITY

3303 The following provisions only are retroactive to April 1, 2008:

- Appendix "A" - Hourly Rates of Pay
- Appendix "B" - Hourly Rates of Pay
- Appendix "C" - Hourly Rates of Pay
- Appendix "D" - Hourly Rates of Pay
- Appendix "E" - Hourly Rates of Pay

ARTICLE 34 TEMPORARY TRANSFER

Applicable to Clinical Technology Group 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 during regular working hours. Travel time and work outside of regular working hours shall be at overtime rates in accordance with the Collective Agreement

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 effective April 1, 2010.
- 3502 Power Engineers Second Class, one Shift Electrician and one (1) Shift Plumber will receive an allowance of seventy (70¢) 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 seventy (70) cents per hour worked will apply once and will not be applied in a pyramiding fashion.

ARTICLE 36 COMPASSIONATE CARE LEAVE

Note: This article is intended to describe the minimum benefits available to the members of the bargaining unit. Any article in this Collective Agreement which may provide enhanced benefits to those described herein shall prevail.

3601 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

- a) An employee must have completed at least (30) days of employment as of the intended date of leave.
- b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- c) An employee may take no more than two periods of leave, totaling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.

3602 For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

- a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
 - (i) the day the certificate is issued, or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
- b) the family member requires the care or support of one or more family members.

3603 The employee must give the employer a copy of the physician's certificate as soon as possible.

3604 A family member for the purpose of this article shall be defined as:

- (a) a spouse or common-law partner of the employee;
- (b) child of the employee or a child of the employee's spouse or common-law partner

- (c) a parent of the employee or a parent of the employee's spouse or common-law partner;
- (d) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
- (e) a current or former foster parent of the employee or of the employee's spouse or common-law partner
- (f) a current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
- (g) the spouse or common-law partner of a person mentioned in any of the clauses (c), (d), (e) and (f);
- (h) any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common law relationship.

3605 An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

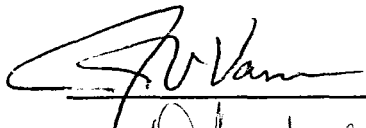
3606 Seniority shall accrue as per Article 12.

3607 Subject to the provisions of 1306, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

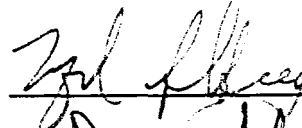
3608 In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1604.

This Agreement signed this 27 day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



**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 – 2008 to 2012
MAINTENANCE GROUP
2080 HOURS PER ANNUM**

Classification(Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Electrician (110)	28.960	30.009	30.114	30.987	31.095	31.997
Shift Electrician (115)	28.960	30.009	30.114	30.987	31.095	31.997
Plumber(122)	28.960	30.009	30.114	30.987	31.095	31.997
Shift Plumber (126)	28.960	30.009	30.114	30.987	31.095	31.997
Carpenter (101)	25.666	26.777	26.963	27.745	27.937	28.747
Painter (121)	23.687	24.712	24.883	25.605	25.782	26.530
Elevator Mechanic (132)	30.244	32.055	32.536	33.479	33.982	34.967
Locksmith (116)	25.652	26.762	26.948	27.729	27.937	28.747
Refrigeration Mechanic (125)	30.244	31.339	31.449	32.361	32.474	33.416
Helper (100)						
Start	16.808	17.580	17.726	18.240	18.390	18.923
6 months	17.159	17.948	18.096	18.620	18.774	19.318
12 months	17.558	18.365	18.517	19.054	19.211	19.768
18 months	18.178	19.295	19.604	20.173	20.498	21.092
Helper II (J50)						
Start	17.969	18.796	18.951	19.500	19.661	20.231
6 months	18.419	19.266	19.425	19.988	20.153	20.739
12 months	18.880	19.748	19.911	20.489	20.658	21.257
18 months	19.352	20.242	20.409	21.001	21.174	21.788
Flooring Applicator (107)	23.211	23.884	23.884	24.577	24.577	25.290
Locksmith Helper (117)						
Start	21.335	22.259	22.413	23.063	23.223	23.896
12 months	21.804	22.748	22.906	23.570	23.733	24.422
Electronic Technician (123)						
Start	27.058	28.037	28.135	28.951	29.053	29.895
6 months	27.560	28.557	28.657	29.488	29.592	30.450
12 months	28.086	29.102	29.204	30.051	31.031	31.031
24 months	28.960	30.009	30.114	30.987	31.095	31.997
Labourer (120)						
Start	13.292	13.903	14.017	14.424	14.543	14.965
6 months	13.666	14.294	14.412	14.830	14.953	15.386
12 months	14.171	14.823	14.945	15.379	15.506	15.955
18 months	14.817	15.498	15.626	16.079	16.211	16.682

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

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Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Environmental Controls Technician (124)	28.960	30.009	30.114	30.987	31.095	31.997
CCMS Systems Technician (A87)	28.960	30.009	30.114	30.987	31.095	31.997
Mason (119)	25.666	26.411	26.411	27.177	27.177	27.965
Industrial Mechanic (129)	27.542	28.871	29.141	29.986	30.265	31.142
Shift Mechanic (133)						
Start	18.890	19.613	19.701	20.273	20.364	20.955
6 months	19.226	19.961	20.051	20.633	20.726	21.327
12 months	19.598	20.348	20.440	21.033	21.127	21.740
18 months	19.957	20.721	20.814	21.418	21.514	22.138
Groundskeeper (102)						
Start	19.588	20.186	20.201	20.786	20.802	21.405
6 months	20.027	20.608	20.608	21.206	21.206	21.821
12 months	20.467	21.060	21.060	21.671	21.671	22.300
18 months	20.920	21.526	21.526	22.150	22.150	22.793
Maintenance Technician (118)						
Start	19.188	19.744	19.744	20.317	20.317	20.906
6 months	19.729	20.301	20.301	20.890	20.890	21.496
18 months	20.273	20.861	20.861	21.466	21.466	22.089
Dietary Maintenance Mechanic (99)						
Start	22.373	23.229	23.333	24.010	24.118	24.817
6 months	22.901	23.778	23.885	24.577	24.688	25.404
12 months	23.453	24.350	24.460	25.169	25.282	26.016
24 months	23.993	24.911	25.023	25.749	25.865	26.615
Sterilizer Mechanic (A40)						
Start	22.373	23.229	23.333	24.010	24.118	24.817
6 months	22.901	23.778	23.885	24.577	24.688	25.404
12 months	23.453	24.350	24.460	25.169	25.282	26.016
24 months	23.993	24.911	25.023	25.749	25.865	26.615

**THE HEALTH SCIENCES CENTRE
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**APPENDIX "A" – WAGES – 2008 to 2012
MAINTENANCE GROUP
2080 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Lead Hand (Plumbing) (A66)						
Start	30.220	31.314	31.423	32.335	32.448	33.389
6 months	30.638	31.748	31.859	32.783	32.897	33.851
12 months	31.059	32.184	32.296	33.233	33.349	34.316
Lead Hand (Electrical) (A65)						
Start	30.220	31.314	31.423	32.335	32.448	33.389
6 months	30.638	31.748	31.859	32.783	32.897	33.851
12 months	31.059	32.184	32.296	33.233	33.349	34.316
Lead Hand (Carpentry) (A56)						
Start	26.925	28.090	28.285	29.105	29.307	30.157
6 months	27.345	28.528	28.726	29.559	29.764	30.627
12 months	27.763	28.965	29.166	30.012	30.220	31.096
Lead Hand (Paint) (A55)						
Start	24.947	26.027	26.207	26.967	27.154	27.942
6 months	25.366	26.464	26.647	27.420	27.610	28.411
12 months	25.786	26.902	27.088	27.874	28.067	28.881
Key System Controller (103)						
Start	19.044	19.596	19.596	20.164	20.164	20.749
12 months	19.536	20.102	20.102	20.685	20.685	21.285
24 months	20.027	20.608	20.608	21.206	21.206	21.821
36 months	20.532	21.127	21.127	21.740	21.740	22.370
48 months	21.075	21.686	21.686	22.315	22.315	22.962
Lead Hand Communication Systems Technologist (B24)						
Start	30.220	31.314	31.423	32.335	32.448	33.389
6 months	30.638	31.748	31.859	32.783	32.897	33.851
12 months	31.059	32.184	32.296	33.233	33.349	34.316

**THE HEALTH SCIENCES CENTRE
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**APPENDIX "A" – WAGES – 2008 to 2012
MAINTENANCE GROUP
2080 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Communication Systems Technologist (105)						
Start	25.375	26.292	26.384	27.149	27.244	28.034
6 months	26.480	27.439	27.535	28.334	28.433	29.257
12 months	27.687	28.690	28.790	29.625	29.729	30.591
24 months	28.396	29.424	29.527	30.384	30.490	31.374
36 months	28.960	30.009	30.114	30.987	31.095	31.997
 Assistant Service Technologist (425) – 2015 h.p.a.						
Start	17.590	18.190	18.236	18.765	18.812	19.357
12 months	17.856	18.466	18.512	19.049	19.097	19.650
24 months	18.123	18.742	18.788	19.333	19.382	19.944
36 months	18.387	19.015	19.063	19.615	19.664	20.235
48 months	18.654	19.291	19.339	19.900	19.949	20.528
60 months	18.920	19.566	19.615	20.184	20.234	20.821

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**APPENDIX "A" –WAGES– 2008 to 2012
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Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Production Artist (371) – 1950 h.p.a.						
Start	17.100	18.995	19.081	19.634	19.723	20.295
12 months	17.691	19.646	19.735	20.307	20.398	20.990
24 months	18.296	20.314	20.406	20.997	21.092	21.704
36 months	18.922	21.018	21.113	21.725	21.823	22.456
48 months	19.565	21.741	21.839	22.472	22.573	23.228
60 months	20.244	22.496	22.597	23.252	23.357	24.034
72 months	20.940					
84 months	21.667					
Production Artist II (T34) – 1950 h.p.a.						
Start	17.895	22.244	22.344	22.992	23.095	23.765
12 months	18.544	22.911	23.014	23.682	23.788	24.478
24 months	19.217	23.599	23.705	24.392	24.502	25.213
36 months	19.913	24.306	24.415	25.123	25.236	25.968
48 months	20.636	25.036	25.148	25.878	25.994	26.748
60 months	21.385	25.786	25.902	26.653	26.773	27.550
72 months	22.161					
84 months	22.964					
Bindery Worker (313) -- 2015 h.p.a.						
Start	14.256	14.801	14.868	15.811	15.883	16.343
12 month	14.807	15.374	15.443	16.274	16.347	16.821
24 month	15.361	15.949	16.020	16.751	16.827	17.314
36 month	15.913	16.522	16.597	17.245	17.322	17.825
48 month	16.467	17.097	17.174	17.748	17.828	18.345
60 month	17.021	17.672	17.751	18.266	18.348	18.881
Duplicating Machine Operator (876) – 2015 h.p.a.						
Start	14.733	15.297	15.366	15.811	15.883	16.343
12 months	15.164	15.745	15.815	16.274	16.347	16.821
24 months	15.609	16.206	16.279	16.751	16.827	17.314
36 months	16.069	16.684	16.759	17.245	17.322	17.825
48 months	16.538	17.171	17.248	17.748	17.828	18.345
60 months	17.021	17.672	17.751	18.266	18.348	18.881

Effective the date of ratification of the 2005/2008 Collective Agreement the position of Print Shop Helper shall be reclassified to Bindery Worker. The current Print Shop Helper incumbent (Frank Browton) shall be slotted at the 48 month.

**THE HEALTH SCIENCES CENTRE
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**APPENDIX "A" – WAGES– 2008 to 2012
MAINTENANCE GROUP
2080 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Press Operator I (341)– 2015 h.p.a.						
Start	16.538	17.171	17.248	17.748	17.828	18.345
12 months	17.021	17.672	17.751	18.266	18.348	18.881
24 months	17.521	18.191	18.273	18.803	18.888	19.435
36 months	18.038	18.729	18.813	19.358	19.445	20.009
48 months	18.568	19.279	19.366	19.927	20.017	20.597
60 months	19.116	19.847	19.936	20.515	20.607	21.205
72 months	19.679	20.432	20.523	21.119	21.214	21.829
Press Operator II (412)– 2015 h.p.a.						
Start	17.521	18.191	18.273	18.803	18.888	19.435
12 months	18.038	18.729	18.813	19.358	19.445	20.009
24 months	18.568	19.279	19.366	19.927	20.017	20.597
36 months	19.116	19.847	19.936	20.515	20.607	21.205
48 months	19.679	20.432	20.523	21.119	21.214	21.829
60 months	20.257	21.032	21.127	21.739	21.837	22.470
72 months	20.857	21.655	21.752	22.383	22.484	23.136
Press Operator III (874)– 2015 h.p.a.						
Start	18.568	19.279	19.366	19.927	20.017	20.597
12 months	19.116	19.847	19.936	20.515	20.607	21.205
24 months	19.679	20.432	20.523	21.119	21.214	21.829
36 months	20.257	21.032	21.127	21.739	21.837	22.470
48 months	20.857	21.655	21.752	22.383	22.484	23.136
60 months	21.473	22.295	22.395	23.045	23.148	23.820
72 months	22.105	22.951	23.054	23.723	23.829	24.520
Production Coordinator (B75) – 2015 h.p.a.						
Start	19.679	24.912	25.024	25.750	25.866	26.616
12 months	20.257	25.660	25.775	26.523	26.642	27.414
24 months	20.857	26.429	26.548	27.318	27.441	28.236
36 months	21.473	27.222	27.345	28.138	28.264	29.084
48 months	22.105	28.039	28.165	28.982	29.113	29.957
60 months	22.757	28.880	29.010	29.852	29.986	30.855
72 months	23.430					

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**APPENDIX "A" – WAGES – 2008 to 2012
MAINTENANCE GROUP
2080 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Orthotic Technician Trainee (J96)						
Start	14.842	15.273	15.273	15.716	15.716	16.171
6 months	15.002	15.437	15.437	15.885	15.885	16.345
12 months	16.124	16.592	16.592	17.073	17.073	17.568
18 months	17.241	17.741	17.741	18.255	18.255	18.785
Orthotic Technician (unregistered) (607)						
Prosthetic Technician (unregistered) (608)						
Orthotic Footwear Technician (661)						
Start	17.451	17.957	17.957	18.478	18.478	19.013
12 months	18.465	19.001	19.001	19.552	19.552	20.119
24 months	19.539	20.105	20.105	20.688	20.688	21.288
36 months	20.676	21.275	21.275	21.892	21.892	22.527
48 months	21.881	22.515	22.515	23.168	23.168	23.840
Orthotic Technician (registered) (654)						
Prosthetic Technician (registered) (655)						
Start	22.146	22.788	22.788	23.449	23.449	24.129
12 months	23.211	23.884	23.884	24.577	24.577	25.290
24 months	24.328	25.033	25.033	25.759	25.759	26.506
36 months	25.496	26.235	26.235	26.996	26.996	27.779
48 months	26.722	27.497	27.497	28.294	28.294	29.115
Orthotic/Prosthetic Technician (dual registered)(A91)						
Start	23.032	23.700	23.700	24.387	24.387	25.095
12 months	24.122	24.821	24.821	25.541	25.541	26.282
24 months	25.262	25.995	25.995	26.748	26.748	27.524
36 months	26.459	27.226	27.226	28.016	28.016	28.828
48 months	27.711	28.515	28.515	29.342	29.342	30.192

**THE HEALTH SCIENCES CENTRE
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**APPENDIX "B" – WAGES – 2008 to 2012
OCCUPATIONAL THERAPY GROUP
2015 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Senior Tradesman Technician (148)						
Start	23.319	24.328	24.497	25.208	25.382	26.119
12 months	23.936	24.971	25.145	25.874	26.053	26.809
24 months	24.564	25.627	25.805	26.554	26.738	27.513
36 months	25.208	26.299	26.482	27.250	27.439	28.235

**THE HEALTH SCIENCES CENTRE
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**APPENDIX "C" – WAGES – 2008 - 2012
ENGINEER GROUP
2080 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
2nd Class Operating Engineer (134)	30.411	31.449	31.528	32.442	32.523	33.467
Maintenance Engineer	30.411	31.449	31.528	32.442	32.523	33.467
3 rd class Maintenance Engineer(T29)						
Start	24.784	25.886	26.080	26.836	27.038	27.822
6 months	26.047	27.204	27.409	28.203	28.415	29.239
12 months	27.310	28.523	28.737	29.570	29.792	30.656
Operating Assistant (135)						
with 3rd class						
Start	22.726	23.736	23.914	24.608	24.792	25.511
6 months	23.989	25.055	25.243	25.975	26.170	26.929
12 months	25.252	26.374	26.572	27.342	27.547	28.346
Plant Helper (139)						
Start	15.050	15.742	15.872	16.332	16.467	16.945
6 months	15.436	16.146	16.279	16.751	16.889	17.379
12 months	15.837	16.566	16.702	17.187	17.328	17.831

NOTE:

Operating Assistants (P. Pei) to receive 95% of 2nd class rate on Present Incumbent Only (PIO) basis.

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)

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**APPENDIX "D" – WAGES – 2008 - 2012
CLINICAL TECHNOLOGY GROUP
2015 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Dialysis Electronic Technologist (140)						
Start	26.006	26.894	26.961	27.743	27.812	28.619
6 months	27.114	28.040	28.110	28.925	28.998	29.838
12 months	28.308	29.274	29.348	30.199	30.274	31.152
24 months	29.017	30.008	30.083	30.955	31.032	31.932
36 months	29.826	30.844	30.921	31.818	31.897	32.822
Biomedical Engineering Technologist I (E99)						
Start	24.943	25.795	25.859	26.609	26.676	27.449
6 months	26.006	26.894	26.961	27.743	27.812	28.619
12 months	27.114	28.040	28.110	28.925	28.998	29.838
24 months	28.308	29.274	29.348	30.199	30.274	31.152
36 months	29.017	30.008	30.083	30.955	31.032	31.932
Biomedical Engineering Technologist II (144)						
Start	27.207	28.136	28.206	29.024	29.097	29.940
6 months	28.313	29.280	29.353	30.204	30.280	31.158
12 months	29.506	30.513	30.589	31.476	31.555	32.470
24 months	30.216	31.247	31.325	32.234	32.314	33.252
36 months	31.022	32.082	32.162	33.094	33.177	34.139
Sr. Biomedical Engineering Technologist (145)						
Start	32.282	33.384	33.468	34.438	34.524	35.525
12 months	32.703	33.819	33.904	34.887	34.974	35.989
24 months	33.121	34.252	34.338	35.334	35.422	36.449
Summer Student – BME – Electronic Technologist's Helper (E06)						
	16.808	17.416	17.477	17.984	18.047	18.570
Surgical Instrument Repair Technician I (J01)						
Start	24.943	25.795	25.859	26.609	26.676	27.449
6 months	26.006	26.894	26.961	27.743	27.812	28.619
12 months	27.114	28.040	28.110	28.925	28.998	29.838
24 months	28.308	29.274	29.348	30.199	30.274	31.152
36 months	29.017	30.008	30.083	30.955	31.032	31.932

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987**

**APPENDIX "D" – WAGES – 2008 - 2012
CLINICAL TECHNOLOGY GROUP
2015 HOURS PER ANNUM**

Classification(Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Surgical Instrument Repair Technician II (788)						
Start	27.207	28.136	28.206	29.024	29.097	29.940
6 months	28.313	29.280	29.353	30.204	30.280	31.158
12 months	29.506	30.513	30.589	31.476	31.555	32.470
24 months	30.216	31.247	31.325	32.234	32.314	33.252
36 months	31.022	32.082	32.162	33.094	33.177	34.139
Sr. Surgical Instrument Repair Technician (A88)						
Start	32.282	33.384	33.468	34.438	34.524	35.525
12 months	32.703	33.819	33.904	34.887	34.974	35.989
24 months	33.121	34.252	34.338	35.334	35.422	36.449
Equipment Service Technician (885)						
Start	23.199	23.991	24.051	24.748	24.810	25.530
12 months	24.992	25.846	25.910	26.662	26.728	27.504
24 months	26.377	27.278	27.346	28.139	28.210	29.028
36 months	27.750	28.698	28.769	29.604	29.678	30.538
48 months	29.057	30.049	30.124	30.998	31.075	31.976
60 months	29.513	30.520	30.597	31.484	31.563	32.478
72 months	29.984	31.008	31.085	31.987	32.067	32.997
84 months	30.427	31.465	31.544	32.459	32.540	33.484
Sr. Equipment Service Technician (884)						
Start	26.721	27.633	27.703	28.506	28.577	29.406
12 months	27.984	28.939	29.012	29.853	29.927	30.795
24 months	29.313	30.314	30.390	31.271	31.349	32.258
36 months	30.705	31.754	31.833	32.756	32.838	33.791
48 months	31.199	32.265	32.345	33.283	33.366	34.334
60 months	31.685	32.767	32.849	33.801	33.886	34.869
72 months	32.155	33.253	33.336	34.303	34.389	35.386
Cyclotron Specialist (T26)						
Start	27.207	28.136	28.206	29.024	29.097	29.940
6 months	28.313	29.280	29.353	30.204	30.280	31.158
12 months	29.506	30.513	30.589	31.476	31.555	32.470
24 months	30.216	31.247	31.325	32.234	32.314	33.252
36 months	31.022	32.082	32.162	33.094	33.177	34.139

**THE HEALTH SCIENCES CENTRE
AND
THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987**

**APPENDIX "E" – WAGES – 2008 - 2012
REHABILITATION GROUP
2015 HOURS PER ANNUM**

Classification (Code)	01-Apr-08	01-Apr-09	01-Oct-09	01-Apr-10	01-Oct-10	01-Apr-11
Electronic Engineering Summer Student (E41)	16.808	17.416	17.477	17.984	18.047	18.570
Rehabilitation Electronic – Specialist(142)						
Start	24.943	25.846	25.936	26.689	26.782	27.559
6 months	26.007	26.948	27.043	27.827	27.924	28.734
12 months	27.113	28.095	28.193	29.011	29.112	29.956
24 months	28.307	29.332	29.434	30.288	30.394	31.275
36 months	29.016	30.066	30.171	31.046	31.155	32.059
Rehabilitation Electronic Specialist. (142) (P.I.O.)	29.966	30.835	30.835	31.729	31.729	32.649
Rehabilitation Mechanical Specialist(777) – 2080 h.p.a.						
Start	26.868	28.164	28.428	29.252	29.524	30.380
12 months	27.617	28.950	29.220	30.068	30.347	31.227
24 months	28.376	29.745	30.023	30.893	31.181	32.085
36 months	29.164	30.571	30.857	31.752	32.047	32.976
48 months	29.966	31.411	31.705	32.624	32.928	33.883
Rehabilitation Electronic Technologist (141)						
Start	26.868	27.786	27.855	28.663	28.735	29.568
6months	27.617	28.560	28.632	29.462	29.536	30.392
12 months	28.376	29.345	29.418	30.271	30.347	31.227
24months	29.164	30.160	30.235	31.112	31.190	32.094
36months	29.966	30.989	31.066	31.967	32.047	32.976
Rehabilitation Senior Electronic Technologist (104)						
Start	32.986	34.112	34.197	35.189	35.277	36.300
6 months	33.404	34.545	34.631	35.636	35.725	36.761
12 months	33.825	34.980	35.068	36.085	36.175	37.224
Assistive Technology Technician (T30) – 2015 h.p.a.	28.960	30.009	30.114	30.987	31.095	31.997

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(All Groups)**

and

THE HEALTH SCIENCES CENTRE

Re: JOINT MARKET ADJUSTMENT FUND

The parties agree to establish a Joint Market Adjustment Task Force, the purpose of which shall be to determine what if any classifications warrant a market adjustment based on demonstrable recruitment, retention patterns or wage differentials.

Membership on the task force will consist of 50% representation from the Employers and 50% representation from IUOE, the number of which shall be determined by mutual agreement.

The Joint Task Force shall meet within sixty (60) days of ratification and shall meet as frequently as mutually agreed thereafter.

A "Market Adjustment Fund" in the amount of 2.0% of payroll will be allocated as follows:
1.0% effective April 1, 2009.
0.5% effective October 1, 2009.
0.5% effective October 1, 2010.

Any market rate adjustments will be effective at mutually agreeable dates as decided by the Joint Task Force.

The job review process will take into consideration pay scales for affected classifications as per other unionized workers covered by collective agreements. Specifically, trades and related classifications, engineers and technologist rates in the following collective agreements will be used for comparison:

Winnipeg School Division #1
University of Manitoba
Manitoba Hydro
University of Brandon
Beatrice Foods (Parmalat Dairies)
Lombard Management (Richardson Building)

Winnipeg Convention Centre
Cancer Foundation
Winnipeg Airport Authority

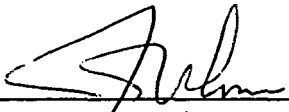
Costs associated with this Task Force will be borne as follows:

- a) Employees will not suffer a loss of pay or benefits as a result of Joint Task Force participation (at the expense of the Employer)
- b) Each party shall be responsible for its own incurred expenses.

Matters contained in this Memorandum of Understanding shall not be subject to the grievance and arbitration procedure.

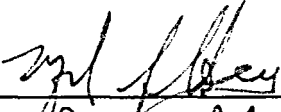
This Agreement signed this ²⁷ day of July, 2011

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Odell

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



Dermot Book
Brent Forslund
J. Sutherland

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(All Groups)

and

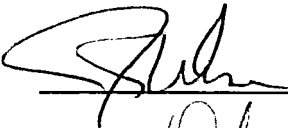
HEALTH SCIENCES CENTRE

RE: ARTICLE 9 AND TECH CHANGE, EDUCATION AND TRAINING ARTICLES

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.

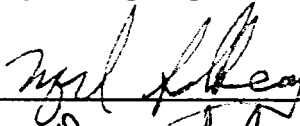
This Agreement signed this ²⁷ day of July, 2011.

For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)



Ohidall

For the International Union of
Operating Engineers, Local 987



David Book

Brent Forslund

Gou Thuld

Bill W

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(All Groups)**

and

THE HEALTH SCIENCES CENTRE

RE: CASUAL EMPLOYEES

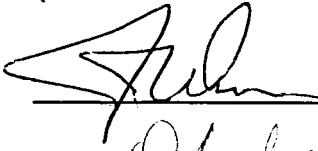
A casual employee is one called in occasionally on an unscheduled basis by the Employer. The terms of this Collective Agreement shall not apply to casual employees except as provided for in this special understanding.

- 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 32.
- 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.

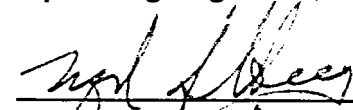
This Agreement signed this ²⁷ day of July, 2011

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Whitell

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



Dermot Book

Brent Forstlund

J. Sutherland

Bill My

MEMORANDUM OF AGREEMENT

between

**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(MAINTENANCE GROUP)**

and

HEALTH SCIENCES CENTRE

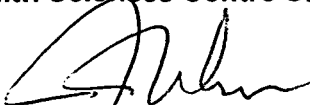
RE: CASUAL EMPLOYEES- MAINTENANCE GROUP

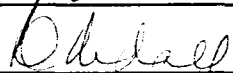
For the purposes of application of the Letter of Understanding, re: Casual Employees, as it applies to the Plant Maintenance Unit, it is agreed that:

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 ²⁷ day of July, 2011.


**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**







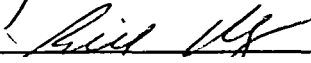
**For the International Union of
Operating Engineers, Local 987**











LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(MAINTENANCE GROUP)**

AND

THE HEALTH SCIENCES CENTRE

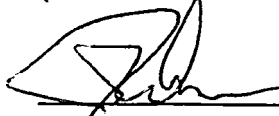
RE: PLANT MAINTENANCE DEPARTMENT BANKED TIME

Overtime may be banked by employees within the following conditions:

1. Standby hours stipulated in Article 1813 shall not be banked.
2. Overtime hours will be converted to regular hours for banking purposes.
3. Hours may be banked to maximum of eighty (80) at any one time. Twelve (12) hour shift employees may bank overtime hours to a maximum of eighty-four (84) hours 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.

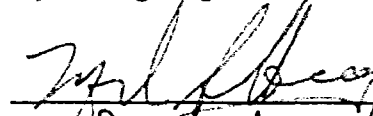
This Agreement signed this 27 day of July, 2011

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



D Odell

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



Desmond Bock
Brent Forslund
John Thiel
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LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(All Groups)**

AND

THE HEALTH SCIENCES CENTRE

RE: VACATION BUMPING RIGHTS

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:

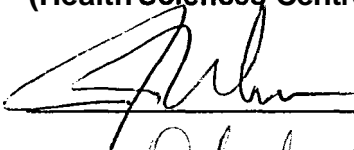
- 1) He shall be dropped to the bottom of the seniority list for the following year's vacation selection.
- 2) He will advance one position on the seniority list for the second year after he exercises his seniority.
- 3) He will be returned to his former position in the seniority list in the third year

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 ²⁷ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



D Sedall

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



Desmond Bock

Brent Forslund

G. Sutherland

Bill McG

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Clinical Technology Group)**

AND

THE HEALTH SCIENCES CENTRE

RE: NINE HOUR SHIFT (CLINICAL TECHNOLOGY GROUP)

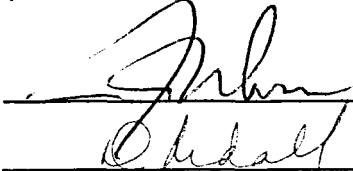
This is to certify that the International Union of Operating Engineers, Local 987 and the Management of the Health Sciences Centre mutually agree to implement a nine (9) hour shift for the Biomedical Engineering Technologists, Senior Biomedical Engineering Technologist, Surgical Instrument Repair Technicians and Senior Surgical Instrument Repair Technician.

1. The regular working hours shall be based on an average of thirty-eight point seven five (38.75) hours per week and the modified work day shall not exceed a shift of eight point six seven (8.67) hours in any one day.
2. For the purpose of calculating benefit entitlements such as general holidays, vacation accumulations, income protection accumulation, pre-retirement leave, and compassionate leave, one (1) day shall be considered as seven point seven five (7.75) hours and one (1) week shall be considered as thirty-eight point seven five (38.75) hours.
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 nine (9) hour shift.
7. Credits for time-off in lieu of general holiday(s), vacations, income protection, compassionate leave, or pre-retirement leave worked in accordance with the provisions of Article 2402, shall 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.

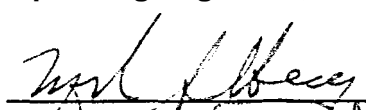
9. All other provisions of the Collective Agreement not specified in the Memorandum shall apply to the specified classifications.

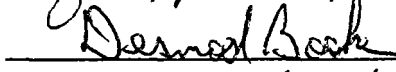
This Agreement signed this ²⁷ day of July, 2011.

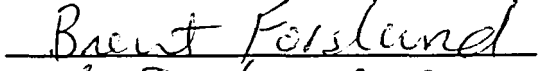
**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**




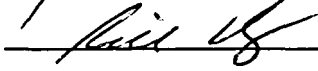
**For the International Union of
Operating Engineers, Local 987**











LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Engineer Group)**

AND

THE HEALTH SCIENCES CENTRE

RE: TWELVE HOUR SHIFT IN THE CENTRAL ENERGY PLANT

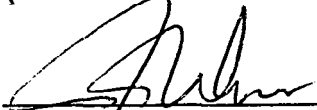
This is to certify that the International Union of Operating Engineers, Local 987 and the Management of the Health Sciences Centre mutually agree to implement a twelve (12) hour shift for the Power Engineers and Assistant Power Engineers who are on rotating shifts, and for the Maintenance Power Engineers, when acting as alternates:

1. The regular working hours shall be based on an average of forty (40) hours per week and the modified work day shall not exceed a shift of twelve (12) hours in any one day.
2. For the purpose of calculating benefit entitlements such as general holidays, vacation accumulations, income protection accumulation, pre-retirement leave, and compassionate leave one (1) day shall be considered as eight (8) hours and one (1) week shall be considered as forty (40) hours.
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. Credits for time-off in lieu of general holiday(s), vacations, income protection, compassionate leave, or pre-retirement leave worked in accordance with the provisions of Article 2402, shall be reduced by the actual number of hours utilized.
8. Shift premium applies on night shift and four (4) hours of the day shift.

9. 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.

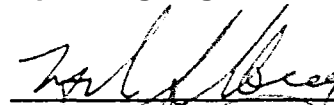
This Agreement signed this ²¹ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Shekall

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



Desmond Book

Brent Forstlund

Y. S. Thulid

Bill King

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Maintenance Group)**

AND

THE HEALTH SCIENCES CENTRE

RE: 12 HOUR SHIFT IN SHIFT SHOP

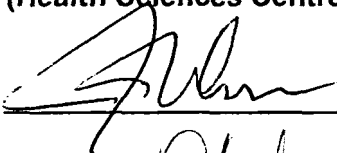
This is to certify that the International Union of Operating Engineers, Local 987 and the Management of the Health Sciences Centre mutually agree to implement a twelve (12) hour shift for the Shift Maintenance Mechanics, Shift Plumbers and Shift Electricians who are on rotating shifts:

1. The regular working hours shall be based on an average of forty (40) hours per week and the modified work day shall not exceed a shift of twelve (12) hours in any one day. The commencement time of the day shift shall be 06:00 and the night shift shall be 18:00.
2. For the purpose of calculating benefit entitlements such as general holidays, vacation accumulations, income protection accumulation, pre-retirement leave, and compassionate leave one (1) day shall be considered as eight (**8**) hours and one (1) week shall be considered as forty (40) hours.
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. Credits for time-off in lieu of general holiday(s), vacations, income protection, compassionate leave, or pre-retirement leave worked in accordance with the provisions of Article 2402, shall 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, Shift Plumbers and Shift Electricians 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.

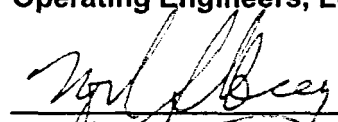
This Agreement signed this ²⁷ day of July, 2011

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



O'Neil

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



Desmond Book

Brent Forslund

G Sutherland

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Clinical Technology Group)**

AND

**THE WINNIPEG REGIONAL HEALTH AUTHORITY
(HEALTH SCIENCES CENTRE SITE)**

RE: GRADE TWELVE (12) EXEMPTION

This Letter of Understanding is applicable to the following employees:

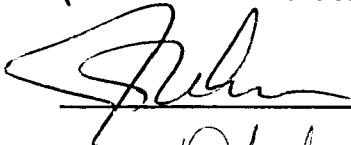
Senior Service Technician Douglas Berghorson

This will confirm that the above named incumbent is exempt from the qualification requirement of Grade twelve (12) as outlined in his job description and further, is deemed to be equivalent on this basis of qualification.


This Agreement signed this ²⁷ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**

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



O'Keefe



Donald Bock
Brent Forslund
G. Sutherland

MEMORANDUM OF AGREEMENT

BETWEEN

WINNIPEG REGIONAL HEALTH AUTHORITY
on behalf of its participating facilities:
Concordia Hospital
Deer Lodge Centre
Health Sciences Centre
Misericordia Health Centre
Seven Oaks General Hospital
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.

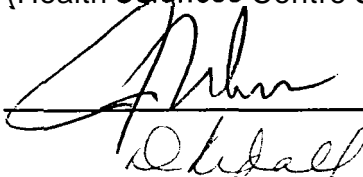
The Training and Educational Fund shall be audited by the Provincial Government on an annual basis for the life of this Collective Agreement.

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

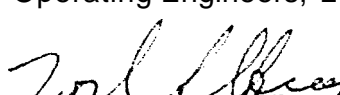
The Fund will not be used in the event that the Employer effects a technological change. All training benefits as a result of technological change shall be paid by the Employer as per the Technological Change Article of the Collective Agreement.

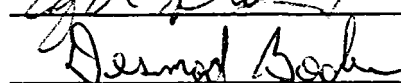
This Agreement signed this ²⁷ day of July, 2011

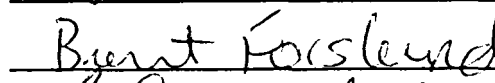
For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)

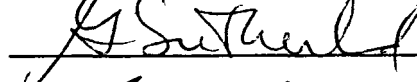


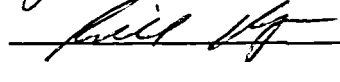
For the International Union of
Operating Engineers, Local 987











LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Maintenance Group)**

AND

THE HEALTH SCIENCES CENTRE


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

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 Electrician 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 Electrician 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 Electrician job and, conversely, in the event of a layoff within the Shift Electrician 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 Electrician such employee must be able to demonstrate the ability to perform all aspects of the position after a reasonable orientation period.

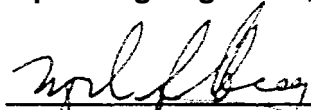
This Agreement signed this ²⁷ day of July 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



John Whelan

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



Donald Book

Brent Forslund

G. Sutherland

Phil Mc

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987
(Engineer Group)

AND

THE HEALTH SCIENCES CENTRE

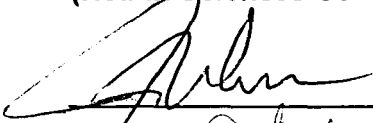
RE: SHIFT ENGINEER

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.

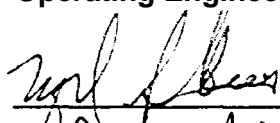
This Agreement signed this ²⁷ day of July, 2011.

For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)

For the International Union of
Operating Engineers, Local 987



R. Deball



Donald Boock

G. Sutherland

Brent Forslund

LETTER OF UNDERSTANDING

Between

The International Union of Operating Engineers, Local 987

- and -

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


RE: MEDICAL DISABILITY AND HEALTHCARE EMPLOYEES PENSION PLAN

With regard to the application of Article 2401 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 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 ²⁷ day of July, 2011.

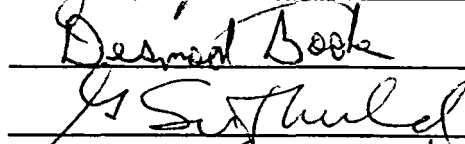
**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**

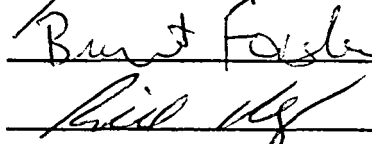


O'Dell

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



Dermot Book


Burt Foster


LETTER OF UNDERSTANDING

between

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

and

**HEALTH SCIENCES CENTRE
(hereinafter 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.

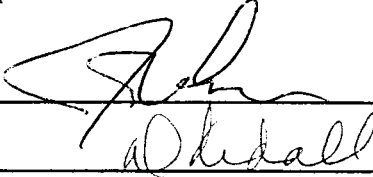
Feedback to employees regarding performance in relation to established standards and expectations will occur. Performance reviews will be utilized as a planning tool for setting future performance expectations and for developing and implementing training needs as funds permit. Under the program, performance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

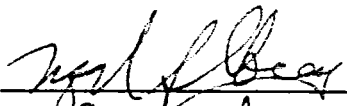
This Agreement signed this ²⁷ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Okidall

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



Desmond Beck

Brent Folsland

Guthrie

Chris My

LETTER OF UNDERSTANDING

between

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

and

**HEALTH SCIENCES CENTRE
(hereinafter called the "Employer")**

**RE: AGREEMENT IN PRINCIPLE TO THE CONCEPT OF MODIFIED WORK WEEK /
HOURS OF WORK**

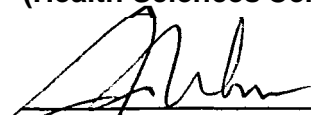
The Union and the Employer agree to review/study the concept of modified/revised work weeks and/or hours of work with a view to the implementation thereof.

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.

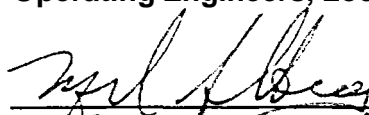
This Agreement signed this ²⁷ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



John Odell

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



Dermot Bork
Brent Forstner
G. Sutherland
Chris My

LETTER OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

AND


THE HEALTH SCIENCES CENTRE

RE: INTERNAL SUBCONTRACTING

The Employer and the Union agree that within six (6) months of signing of the Collective Agreement a committee will be struck with equal representation (to a maximum of two (2) committee members per party) from both parties to discuss the application of internal subcontracting. The committee shall discuss and deal with issues only pertaining to the second paragraph of Article 2001 - Applicable to Maintenance Group.

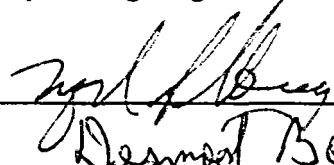
This Agreement signed this ²⁷ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



John O'Dell

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



Dermot Bosta

Brent Forslund

Lyndee Smith

Chris May

MEMORANDUM OF AGREEMENT

Regarding

STAFF MOBILITY

Between

Concordia Hospital
Deer Lodge Centre Inc.
Health Sciences Centre
Misericordia Health Centre
Seven Oaks General Hospital
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 WRHA 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 positing/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 served 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.

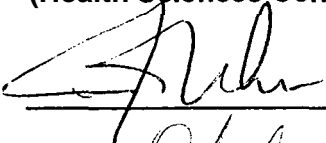
The Arbitrator shall set his/her own procedures for hearing the dispute and may accept any evidence he/she deems appropriate.

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.

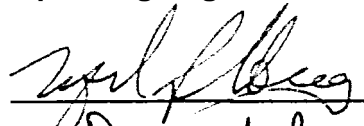
This Agreement signed this ²³ day of July, 2011.

**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Deball

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



Desmond Books
Brent Forslund
J Sutherland
Bill Mahy

MEMORANDUM OF UNDERSTANDING

Between

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

- and the -

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

RE: STAFF MOBILITY AGREEMENT

Implementation and Interpretation of the "Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WRHA 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.

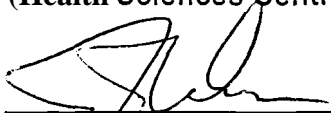
b) Parking expenses shall be reimbursed to the employee by the Employer.

c) The employee shall be eligible for transportation reimbursement for travel in accordance with Province of Manitoba Mileage rates subject to a minimum guarantee of four dollars (\$4.00).

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".

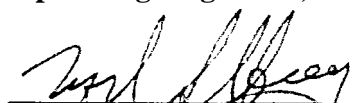
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**For the Winnipeg Regional Health Authority
(Health Sciences Centre Site)**



Okuda

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



Desmond Boak

Brent Forstunell

J. Sutherland

Bill Maher

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.

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.

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:

Walter Ryan
John Jones
D. [unclear]
Paul [unclear]
Paul [unclear]
[unclear]
[unclear]
[unclear]
[unclear]

FOR UNIONS:

Steve [unclear]
[unclear]
W. [unclear]
R. P. [unclear] MCEU
[unclear]
[unclear] PSAC
[unclear]
[unclear]
John [unclear] UCC

PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES

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

Morley House of Shoal Lake (Shoal Lake)	Seven Oaks General Hospital
Mount Carmel Clinic (Winnipeg)	Sharon Home, The (Winnipeg)
Neepawa District Memorial Hospital	Sherwood, The (Virden)
Oakview Place (Extendicare/Winnipeg)	Shoal Lake-Strathclair Health Centre
Pembina-Manitou Health Centre	Snow Lake Medical Nursing Unit #40
Pinawa Hospital	Souris Health District
Pine Falls Health Complex	Stonewall & District Health Centre
Portage District General Hospital	Swan River Valley Hospital
Red River Valley Health District (Morris)	Swan River Valley PCH
Rehabilitation Centre for Children	Tache Nursing Centre Teulon-Hunter Memorial Health Centre (Teulon)
Reston District Health Centre	The Pas Health Complex
Riverdale Health Services District (Rivers)	Thompson General Hospital
Riverview Health Centre	Tiger Hills Health District (Treherne)
Roblin District Health Centre	Tri-Lake Health Centre (Killarney)
Rock Lake Health District (Crystal City)	Tuxedo Villa (Extendicare/Winnipeg)
Rosburn District Health Centre	Urban Shared Services Corporation
Russell & District Personal Care Home Inc.	Victoria General Hospital
Russell District Health Centre	Victoria General Hospital Foundation
Ste. Anne Hospital	Victorian Order of Nurses, Winnipeg Branch
St. Boniface General Hospital	Virden District Hospital
St. Claude Hospital & Pavilion	Vita District Health Centre
St. Paul's Home (Dauphin)	Wawanesa District Memorial Health Centre
Ste. Rose General Hospital	West Man Nursing Home Inc. (Virden)
Sandy Lake Medical Nursing Home	Westman Reg. Lab. Services Inc. (Brandon)
Selkirk & District General Hospital	Westview Lodge (Boissevain)
Seven Regions Health Centre (Gladstone)	Winnipegosis and District Health Centre
	Winnipegosis Personal Care Home

APPENDIX "F"

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

BENEFITS SUMMARY HSC

Pension Plan:

- ER Physicians and Pathologists **do** not participate
- Eligibility -*All* employees are eligible to join immediately and it is mandatory to join after 2 years.
- Contributions are 6.8% up to the Canada Pension Plan Yearly Maximum Pensionable Earnings and 8.4% on excess. Employer contributes to the fund.
- Defined benefit pension plan – guaranteed lifetime pension based on a combination of earnings history and contributory service.

Disability & Rehabilitation (LTD):

- Eligibility – Mandatory Full and part-time (15 hours per week) permanent and term employees.
- Coverage effective 3 months and 1 day from date of hire.
- Premiums – Employer paid at 2.3%. Some Unions cost share EE 1% ER 1.3%.
- Monthly Benefit (Taxable) = 66 2/3% of basic hourly rate x average monthly hours worked.

Group Life Insurance:

- Eligibility – Full and part-time permanent and term employees.
- Coverage effective 3 months and 1 day from date of hire.
- Basic Life = 1 x annual basic earnings rounded to the next higher \$1000, maximum coverage \$500,000.
Employer paid.
- Optional Life = Employee can purchase up to 3 units, each unit = 1 x annual basic earnings.
Cost = \$.0826/\$1000 of coverage.
- Optional Family Life = Employee can purchase up to 10 units, coverage for each unit is \$5,000 per partner and \$2,000 per dependent. Cost = \$1.21/unit.
- AD&D benefit included in all of the above.
- Optional AD&D – up to 10 units, each unit is \$30,000. Cost \$.35/unit
- Optional Post Retirement Life Insurance.

Dental:

- Eligibility – *Permanent full or part-time employees* effective 1st of the month following 3 months of service.
Term or temporary employees effective 1st of the month following 1 year from hire date of term position.
- Mandatory for all eligible employees to join. Cost = \$3.99 per month.
- Coverage: 100% Pit & Fissure Sealants
80% basic treatment
70% major treatment
- Payment basis – Manitoba Dental Association fee guide.
- Policy Year is July 1st – June 30th.
- Deductible - \$25.00 each policy year.
- Maximum benefit \$1,000/person per policy year.

Extended Health Care:

- Eligibility – Full and part-time, permanent and term employees.
- Coverage effective 1st of the month following date of hire.
- Mandatory for all eligible employees to join. May waive participation due to coverage under another group plan.
- Cost = Single - \$16.73 per month. Family - \$41.73 per month. Employer matched.
- Must enroll based on true family status (single or family)
- 60 day rule to make status changes from date of major life event – marriage, death or loss of coverage from another group plan.

Employee Assistance Plan:

- Eligibility – All employees are eligible to join at no cost.
- Confidential counseling services administered by the Blue Cross Employee Assistance Centre.

RRSP Plan:

- All employees eligible to join
- Employee participation only.
- Advantage is tax savings at time of payroll deduction.

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