

Collective Agreement

between

**Victoria General Hospital
Physical Plant**

and

**Manitoba Government and General Employees' Union
Local 101**

April 1, 2016 to March 31, 2019

Table of Contents

Preamble	1
Article 1	Application	1
Article 2	Definitions	2
Article 3	Management Rights and Union Obligations	7
Article 4	Union Security and Representation	7
Article 5	Seniority	9
Article 6	Salaries	12
Article 7	Hours of Work	13
Article 8	Overtime	17
Article 9	Annual Vacation	19
Article 10	General Holidays	22
Article 11	Income Protection	24
Article 12	Standby and Callback	29
Article 13	Leave of Absence	30
Article 14	Shift Premium	40
Article 15	Transportation Allowance	41
Article 16	Grievance and Arbitration Procedure	41
Article 17	Union Notices	44
Article 18	Emergencies	44
Article 19	Education	44
Article 20	Termination of Employment	45
Article 21	Personnel File and Discipline	46
Article 22	Labour Management Meetings	47
Article 23	Workers Compensation	47
Article 24	Job Classifications and Reclassification	50
Article 25	Sub-Contracting	51
Article 26	Duration of Agreement	52
Article 27	Retirement Bonus	52

Article 28 Technological Change 53

Article 29 Health and Safety 54

Article 30 Layoffs and Recall 55

Article 31 Employee Benefits 56

Article 32 Continuance of Operations 61

Article 33 Uniforms and Protective Wear 61

Article 34 Health Program 62

Article 35 Proration of Benefits 62

Article 36 Storm/Disaster Pay 62

Article 37 Monitoring 63

Article 38 Harassment/Discrimination 63

Article 39 Posting of Positions 64

Article 40 Responsibility Pay 65

Article 41 Overpayments 65

Memorandum of Understanding 68

 Re: Staff Mobility within the Nine Facilities of the WRHA System

Memorandum of Understanding 75

 Re: Physical Plant

Memorandum of Agreement 79

 Re: Physical Plant

Memorandum of Understanding 80

 Re: Pension or Benefit Plan Improvement

Schedule “A” - Wages 81

 Retroactive Pay

 Long Service Step

Salary Schedule 83

 Effective April 1, 2016 (2%)

 Effective April 1, 2017

 Effective April 1, 2018

*All changes appear in **bold**.

Alphabetical Table of Contents

Preamble	1
Article 9	Annual Vacation	19
Article 1	Application	1
Article 32	Continuance of Operations	61
Article 2	Definitions	2
Article 26	Duration of Agreement	52
Article 19	Education	44
Article 18	Emergencies	44
Article 31	Employee Benefits	56
Article 10	General Holidays	22
Article 16	Grievance and Arbitration Procedure	41
Article 38	Harassment/Discrimination	63
Article 29	Health and Safety	54
Article 34	Health Program	62
Article 7	Hours of Work	13
Article 11	Income Protection	24
Article 24	Job Classifications and Reclassification	50
Article 22	Labour Management Meetings	47
Article 30	Layoffs and Recall	55
Article 13	Leave of Absence	30
Article 3	Management Rights and Union Obligations	7
Article 37	Monitoring	63
Article 41	Overpayments	65
Article 8	Overtime	17
Article 21	Personnel File and Discipline	46
Article 39	Posting of Positions	64
Article 35	Proration of Benefits	62
Article 40	Responsibility Pay	65
Article 27	Retirement Bonus	52

Article 6	Salaries	12
Article 5	Seniority	9
Article 14	Shift Premium.....	40
Article 12	Standby and Callback.....	29
Article 36	Storm/Disaster Pay	62
Article 25	Sub-Contracting	51
Article 28	Technological Change	53
Article 20	Termination of Employment	45
Article 15	Transportation Allowance.....	41
Article 33	Uniforms and Protective Wear.....	61
Article 17	Union Notices	44
Article 4	Union Security and Representation.....	7
Article 23	Workers Compensation.....	47
	Memorandum of Understanding	68
	Re: Staff Mobility within the Nine Facilities of the WRHA System	
	Memorandum of Understanding	75
	Re: Physical Plant	
	Memorandum of Agreement.....	79
	Re: Physical Plant	
	Memorandum of Understanding	80
	Re: Pension or Benefit Plan Improvement	
	Schedule“A” Wages	81
	Retroactive Pay.....	81
	Long Service Step.....	81
	Salary Schedule.....	83
	Effective April 1, 2016 (2%)	
	Effective April 1, 2017	
	Effective April 1, 2018	

*All changes appear in **bold**.

This Agreement made this 8th day of November, 2018

between

Victoria General Hospital
(hereinafter referred to as the “Hospital”)

of the first part

and

Manitoba Government and General Employees’ Union
(hereinafter referred to as the “Union”)

of the second part.

Preamble

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Victoria General Hospital as a service institution; and to maintain harmonious relationships between the Hospital and the employees; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and

WHEREAS, the Hospital and the Union have agreed to enter into a Collective Agreement containing terms and conditions of employment as herein set forth;

NOW, THEREFORE, the Hospital and the Union mutually covenant and agree as follows:

Article 1 Application

1:01 The terms of this Agreement shall apply to all employees employed in the Maintenance Department and the Power House (Engineering) as stated in Manitoba Labour Board Certificate No. MLB-5008. This Agreement shall not apply to the Manager Physical Plant and Chief Engineer.

Article 2 Definitions

2:01 An “Employee” is a person covered by this Agreement who works on a full-time or part-time basis.

2:02 A “Full-time Employee” means one who regularly works the full prescribed hours in Article 6.

2:03 A “Part-time Employee” means one who regularly and on a recurring basis works less than the full prescribed hours in Article 6, but not less than one (1) shift per biweekly period.

2:04 **Term Employee**

(a) A term employee is one who is employed for a specific period of time to replace an employee on vacation, a period of extended illness, or a leave of absence, or to work on a particular project.

(b) No employee shall be laid off and re-employed for the purpose of extending the period of term employment.

(c) A term employee is entitled to all provisions of the Collective Agreement unless otherwise specified.

(d) A term employee may be required to complete a probationary period upon being awarded a permanent position.

(e) When a layoff of term employees is required, the layoff shall be in reverse order of seniority within each classification within each project.

2:05 A “Term Position” shall be for a specific time period or until completion of a particular project within a specific department of a minimum duration of three (3) months and a maximum duration of fifty-two (52) weeks. This period may be extended if the Employer so requests and Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 4:04 and filled in accordance with Article 5:02. All employees within the department may apply for the term position. The parties agree to two (2) additional term

postings resulting from the original term posting as referenced above. Upon completion of the original term position, the employees shall be returned to their former position.

For situations related to Workers Compensation and/or illness and/or accident or where a definitive expiry date cannot be specified, the Employer shall state on the job postings that the said term position will expire subject to twenty-four (24) hours' notice of return of the current incumbent to her position. The employee occupying the said term position shall receive notice equivalent to the amount of notice the employee returning from leave provides the Employer, as referenced above.

An employee in a term position may be required to complete the term before being considered for other term positions within the bargaining unit.

2:06 A "Casual Employee" is one who is called in occasionally by the Hospital to replace an employee, who is not working as regularly scheduled for reasons such as vacation, bereavement leave, sickness etc. or is called in occasionally to supplement the regular staff coverage. The terms of this Agreement do not apply to the casual employees, except as specified hereinafter.

(a) Casual employees will receive vacation pay biweekly at the rate of six percent (6%) of the hours worked on a biweekly pay period.

Effective date of ratification:

- (b) Casual employees are paid biweekly in accordance with the salaries specified in Schedule A. Increments will be earned in accordance with the number of hours worked.
- (c) Casual employees will be entitled to shift premium outlined in Article 14.
- (d) Casual employees required to work on a general holiday shall be paid at one and one-half times (1½x) their basic rate for time worked.
- (e) Casual employees will be entitled to compensation for overtime worked in accordance with Article 8. Casual employees that are working as a

shift engineer will be considered a "Relief Engineer" for the purpose of overtime and shall receive overtime pay based on Article 7:02 (4).

- (f) The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- (h) Article 16 herein applies only with respect to the terms of this Article.
- (i) Casual employees shall not accumulate seniority.
- (j) Effective date of ratification a casual employee shall be entitled to pay for a general holiday provided that he/she earned wages during fifteen (15) of the thirty (30) calendar days immediately preceding the date of the general holiday. Should the employee qualify for pay for a general holiday, he/she shall be paid an average of daily earnings during the thirty (30) calendar day period.
- (k) A casual employee who is required to terminate or commence their shift between 00:01 and 06:00 hours and who does not have her own transportation, will have transportation provided by the Hospital at no cost to the employee involved.
- (l) Casual employees who are scheduled to work and so report and are sent home by the Hospital, shall be paid three (3) hours pay for reporting to work if the Hospital is responsible for the scheduling error.
- (m) Authorized overtime work for casual employees shall be compensated as follows:
 - (i) One and one-half times ($1\frac{1}{2}x$) the employee's basic rate during the first two (2) hours of overtime on a regular work day and two times ($2x$) the employee's basic rate for any additional hours;

- (ii) Two and one-half times (2½x) the employee's basic rate on a general holiday.

Occasional overtime periods of less than fifteen (15) minutes shall not be paid.

- (n) A casual employee may grieve only the application, interpretation or alleged violation of specific Articles which are identified as applying to casual employees.
- (o) A casual employee will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included on each pay cheque.

2:07 A "Probationary Employee" is a full-time employee who has not completed three (3) full continuous months of employment or a part-time employee who has not completed four (4) full continuous months of employment. On or before the expiry date of the initial probationary period, the Hospital will confirm in writing to the employee that:

- (a) His probationary status has concluded; or
- (b) His probationary status is extended for a further period not to exceed three (3) months. The Union shall be notified of any extension to the probationary period; or
- (c) His employment is terminated. An employee whose employment is terminated during the probationary period or any extension thereof shall not have recourse to the grievance or arbitration procedures in connection with such termination.

2:08 "Weekend" denotes Saturday and Sunday.

2:09 The word "Promotion" shall mean a change from one position to another position with a higher maximum rate of pay.

2:10 The word "Demotion" shall mean a change from one position to another position with a lower maximum rate of pay.

- 2:11** The word “Transfer” shall mean a change by an employee from one position in Schedule A to another position in the same grade.
- 2:12** “Biweekly Period” shall mean two (2) consecutive weeks constituting the regular pay period.
- 2:13** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 2:14** “Classification” means a group of positions involving duties and responsibilities so similar that like qualifications may reasonably be required for and the same basic rate of pay can be applied to all positions in the group.
- 2:15** “Grade” means one or more classifications grouped at a common rate of pay.
- 2:16** The terms “Basic Rate”, “Basic Pay”, “Regular Pay”, “Regular Salary”, “Straight Time” when used in this Agreement shall mean the amounts indicated in Schedule A. Premium pay shall be in addition to such rates.
- 2:17** A “Shift” means any period of work performed within a twenty-four (24) hour period regardless of the number of consecutive hours that the period of work contains.
- 2:18** A “Callback” shall be defined as any call back to work received by an employee during the period between his completion of work and leaving the premises and his subsequent starting time.
- 2:19** “Continuous Service / Length of Employment” shall mean the period of time since an employee last became a full-time or part-time employee in a permanent or term position for the purposes of calculating all entitlements pursuant to this Agreement, including, but not limited to, vacation, bonus vacation and pre-retirement leave and “Length of Service” shall have a similar meaning.

Conversion from full-time or part-time status to casual status shall be considered a break in service and no period of casual employment or prior full-time or part-time employment in a permanent or term position shall be

included in an employee's length of employment or length of service even when a casual employee subsequently becomes a full-time or part-time employee.

Article 3 Management Rights and Union Obligations

- 3:01** The Union recognizes the sole right of the Hospital to exercise its functions of management, in accordance with the terms and conditions of this Collective Agreement, by which it shall have, amongst others, the right to maintain efficiency and quality of patient care; the right to direct the work of its employees; the right to hire, classify, assign work and direct employee functions; the right to determine job content and qualifications to fulfill the functions of the positions within the bargaining unit; the right to demote, discipline, suspend and discharge for just cause; the right to lay off employees; the right to make, alter and enforce rules and regulations.
- 3:02** In administering this Agreement, the Hospital and the Union shall act reasonably, fairly, in good faith, and in a manner consistent with the agreement as a whole.

Article 4 Union Security and Representation

- 4:01** The Hospital agrees to deduct from the pay of each employee in the bargaining unit, the current monthly union dues as directed by the Union. In the event that no payment is made to the employee or casual employee during the pay period, the Hospital shall have no responsibility to deduct or remit dues for that period.
- 4:02** The Hospital will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.
- 4:03** As a condition of employment, all members of the bargaining unit shall become and remain members in good standing in the Union. The Hospital shall inform a new employee at the time of hiring that he must become a

member of the Union as a condition of employment and have the employee sign an application for Union membership. This provision is subject to the exemption set forth in the Labour Relations Act of Manitoba.

- 4:04** The Union shall notify the Hospital in writing, of any change in the amount of dues at least one (1) month prior to the effective date of such change. Dues shall not be adjusted more frequently than twice in each calendar year.
- 4:05** The Hospital shall include the amount of union dues paid by each employee during the relevant taxation year on his income tax slips (T4).
- 4:06** The Union agrees to indemnify and save the Hospital harmless against any claim or liability arising out of this Article.
- 4:07** Persons who are excluded from the application of this Agreement shall not normally perform the work of employees on a regular and recurring basis, except for experimentation, instruction, installation of new equipment or in other situations as mutually agreed between the parties.
- 4:08** The Union and the Hospital agree to provide each other with a current list of officers and authorized representatives and to notify each other in writing within fourteen (14) days of any changes.
- 4:09** No employee shall be required to make any written or verbal agreement which conflicts with the terms of this Agreement.
- 4:10** The Hospital and the Union shall share the cost of preparing and printing of the Collective Agreement in a format acceptable to both parties. The Hospital agrees to provide each new employee with a copy of the Collective Agreement at the time of hire.
- 4:11** The authorized Business Representative of the Union, on presenting credentials and stating the Union business to an authorized representative of the Hospital, will be permitted to interview the employees for whom the Union is the certified bargaining agent. Such interview may only occur in a location designated by the Hospital and suitable to both parties and further that the employee's absence does not disrupt daily operations of the Hospital.

- 4:12** The Union recognizes that the union stewards and union officers must have a primary responsibility to the Hospital. The Hospital recognizes that stewards and officers have duties and responsibilities on behalf of the Union to investigate or process grievances and to meet with Hospital representatives to discuss matters which affect employees.
- 4:13** The employee representatives of the Union shall seek and obtain the consent of their immediate supervisor who is outside of the bargaining unit prior to commencing any duties on behalf of the Union during their working hours. Permission will normally be granted so long as the union activities do not interfere with or disrupt any operation of the Hospital.
- 4:14** One (1) Union Representative and one (1) Hospital Representative shall be jointly assigned a period of approximately fifteen (15) minutes with newly hired employees at the time of their scheduled orientation for the purpose of presenting general information regarding the Union and this Agreement.

Article 5 Seniority

- 5:01** “Seniority” shall be defined as the length of an employee’s total accumulated regular hours paid since he last entered the bargaining unit and he has completed his probationary period.
- 5:02** Seniority shall be the determining factor in matters of layoff, recall, promotion and demotion, provided the employee has the necessary qualifications as specified in the job description for the position available.
- 5:03** The first ninety (90) calendar days following an employee’s transfer or promotion shall be considered to be a trial period during which he may return to his former position at his request or be returned to his former position by the Hospital. All other employees so affected may be returned to their former positions as required.
- 5:04** (a) The Hospital shall post notices for all vacant permanent full-time, part-time or term positions, within the bargaining unit, which are to be vacant in excess of ninety (90) calendar days, for a minimum of seven (7)

calendar days. All posted notices shall include the date of the posting, the classification, a summary of the job duties, the required qualifications, the current hours of work, the rate of pay, the yearly hours and the closing date of the posting. The name of the successful applicant will be posted on the bulletin board for a period of three (3) calendar days.

- (b) Where a term employee has completed his term of employment, he shall be returned to his former position at the rate of pay for his original position that he would be paid if he had never held the term position. All other term employees shall be reverted to their former positions as required. Where any term employee had been hired from outside the bargaining unit, 5:06 (g) shall apply.

5:05 The Hospital shall supply the Local President of the Union with a seniority list for the bargaining unit within sixty (60) days of the signing of this Agreement. Unless an objection is registered within thirty (30) days following, the list shall be deemed to be correct.

5:06 Seniority will terminate and employment shall cease if an employee:

- (a) Resigns;
- (b) Is dismissed for just cause;
- (c) Is laid off for more than thirty-six (36) months;
- (d) Fails to report for duty within fourteen (14) calendar days after recall notification by registered letter to his last known address;
- (e) Fails to return to work following an approved leave of absence without an explanation acceptable to the Hospital;
- (f) Is promoted out of the bargaining unit and completes the necessary probation period;
- (g) Completed his term of employment when he had been hired from outside the bargaining unit;

- (h) Is absent for two (2) consecutive work days without notifying the Hospital with an explanation acceptable to the Hospital;
- (i) Is disabled and not able to establish and maintain regular attendance at work after twenty-four (24) months of absence;
- (j) Accepts employment as a casual employee.

5:07 Seniority will continue to accrue if an employee:

- (a) Is on any period of paid leave of absence, or an unpaid leave of absence up to four (4) consecutive weeks;
- (b) Is on any period of paid income protection pursuant to Article 11;
- (c) Is on an education leave of absence up to two (2) years;
- (d) Is on Workers Compensation, D&R, or MPI for a period of up to two (2) years;
- (e) Is on Parenting Leave or deferred educational leave;
- (f) Is on an approved leave of absence to seek or hold Union or elected public office;
- (g) Is laid off for a period of twenty-six (26) weeks or less.

5:08 A probationary employee shall not have seniority rights in matters of hiring, transfer, promotion, demotion, layoff or recall over other employees.

5:09 Seniority will be retained but will not accrue if an employee:

- (a) Is on any unpaid leave of absence approved by the Hospital in excess of four (4) consecutive weeks;
- (b) Is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, MPI, or D&R for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;

- (c) Is in a trial period of an out of scope position;
- (d) Is in a term, out of scope position.

Article 6 Salaries

- 6:01** Salaries shall be paid biweekly to each employee in accordance with his classification listed in Schedule A.
- 6:02** The Hospital shall cause an employee's earnings to be deposited not later than one (1) week following the biweekly pay period at the employee's banking institution.
- 6:03** Biweekly pay statements shall be made available to employees showing hours worked, gross pay and all deductions from wages.
- 6:04** Salary increases, for full-time employees, resulting from the full-time employee's progression through the wage schedule shall be implemented on the full-time employee's increment date in accordance with Article 4. Part-time employees will be entitled to receive salary increments resulting from the wage schedule subject to Article 6:01 after they have completed the equivalent number of full-time hours, as per Article 7 of the Collective Agreement. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave in excess of four (4) weeks.
- 6:05** All applicable retroactive wage and benefit adjustments shall be processed as soon as possible following ratification of the settlement by both parties. The anticipated timelines for processing of retroactive pay will be communicated to all current employees in an appropriate format.

Former employees are eligible to apply for an applicable retroactive pay provided that they apply in writing within sixty (60) days after the ratification date.

Wherever possible retroactive pay will be made by separate cheque provided there is no additional cost to the Employer.

Article 7 Hours of Work**Shift Engineers Only**

- 7:01** The regular working hours shall not exceed a shift of twelve (12) hours in any one (1) day, including the meal periods and rest periods.
- 7:02** (a) The hours of work shall be on the basis of forty (40) hours per week averaged over a thirteen (13) week period. Normally, each employee will work three (3) consecutive days per week, followed by four (4) consecutive days off, after which he will then work for three (3) consecutive days, followed by three (3) consecutive days off.
- (b) If skill deficiencies are found as a result of an assessment process, the Manager of Physical Plant or designate will in consultation with the employee require the individual to occasionally rotate through the relief engineer position. Shift engineers may request to rotate within the relief engineer position.

Relief Engineers Only

For scheduling purposes the relief engineer will be scheduled one (1) twelve (12) hour day and one (1) twelve (12) hour night in a biweekly period. The remainder of the relief engineer hours will be to perform sick calls, relief, vacation relief and duties at a time assigned by the Department Manager.

- (a) Hours of work at forty (40) hours weekly.
- (b) Any shift beyond forty (40) hours weekly shall be considered day of rest.
- (c) There shall be a minimum of two (2) days of rest per week.
- (d) An exception to Article 7:03(b) is as follows:

A relief engineer may work up to forty-eight (48) hours weekly at straight time rates with eight (8) hours being placed in the bank at straight time to be taken or paid out at a mutually agreeable time.

Overtime will be paid for hours in excess of forty-eight (48) hours per week, eighty-four (84) hours biweekly or **one hundred sixty (160)** hours in a four (4) week period.

Note: It is understood that where possible the relief engineer should not be required to work hours in excess of those currently worked by other shift engineers. (i.e. Three [3] pay periods of eighty-four [84] hours in a thirteen [13] week rotation.)

- (e) At no time shall a relief engineer be required to work more than four (4) twelve (12) hour consecutive shifts without three days of rest following.
- (f) Overtime on days of rest shall be paid as per article 8:02, 8:07, and 8:08.

Effective September 15, 2018 Relief Engineers Only

It is understood that the main function of the relief engineer is to provide coverage for unanticipated absences, relief and vacation relief. Other duties as assigned are secondary and assist the employer in meeting the relief engineers EFT. A tentative schedule will be posted as per Article 7:16, however due to the nature of the relief position, the employer retains the right to alter the relief engineers schedule with a minimum of twenty-four (24) hours notice. The normal hours of work for relief engineers may consist of either eight (8) hours or twelve (12) hours per day and one hundred sixty (160) hours per four (4) weeks.

- (a) **There shall be a minimum of two (2) days of rest per week.**
- (b) **When a relief engineer moves into a shift engineer's rotation, overtime will be paid for hours in excess of forty-eight (48) hours per week, eighty-four (84) hours bi-weekly or one hundred sixty (160) hours in a four (4) week period.**

Note: It is understood that where possible the relief engineer should not be required to work hours in excess of those currently worked by other shift engineers (i.e. three (3) pay period of eighty-four (84) hours in a twelve (12) week rotation).

- (c) **At no time shall a relief engineer be required to work more than four (4) twelve (12) hour consecutive shifts without three (3) days of rest following.**
- (d) **Overtime on days of rest shall be paid as per article 8:02, 8:07 and 8:08.**

7:03 Subject to the Hospital's approval, employees will be allowed to interchange shifts by mutual agreement of the employees affected, as long as overtime costs do not result for the Hospital.

Maintenance Employees Only

Relief engineers are not considered to be Maintenance Employees.

- 7:04**
- (a) The regular working hours shall not exceed a shift of eight (8) hours and forty (40) minutes in one (1) day not including the meal period but including rest periods and the regular hours of work shall be 7:30 a.m. to 4:40 p.m., Monday to Friday. For any employee hired after April 1, 2003 the regular working hours shall not exceed a shift of seven and three-quarter (7.75) hours in one (1) day not including the meal period but including rest periods and the regular hours of work shall be 7:30 a.m. to 3:45 p.m.
 - (b) The regular working hours for employees working 2,080 annual hours shall not exceed a shift of eight (8) hours and fifty-three (53) minutes in one (1) day not including the meal period but including rest periods and the regular hours of work shall be 7:00 a.m. to 4:25 p.m. Monday to Friday.

For any employee hired after April 1, 2003, the regular working hours shall not exceed a shift of eight (8) hours in one (1) day not including the meal period but including rest periods and the regular hours of work shall be 7:30 a.m. to 4:00 p.m.

- 7:05** The hours of work shall be on the basis of seventy-seven and one-half (77½) hours biweekly.
- 7:06** In the event that work of a necessary nature for the efficient continuance of operations arises which requires work to be done contrary to the hours set out in this Article the Hospital may schedule such work between the hours of 7:00 a.m. and 6:00 p.m. or on a Saturday or Sunday in accordance with Article 7:17. It is understood that no employee will be scheduled to work more than four (4) weekends in any calendar year unless otherwise mutually agreed.
- 7:07** The additional day off established in 7:04 shall be scheduled for each employee on a Monday or Friday. This Article does not pertain to employees hired after April 1, 2003.
- 7:08** In the event that work of a nature necessary for the efficient continuance of operations arises during annual vacation periods, while one member of the working team is away on vacation, the alternate team member agrees to perform the necessary work, if it is within his skills and capabilities, and falls on his scheduled day off (Monday to Friday), and take an alternate day off in lieu.

All Employees

- 7:09** The meal period shall be scheduled by the Hospital and shall not exceed one-half (½) hour.
- 7:10** A rest period of fifteen (15) minutes will be allocated by the Hospital for each continuous three (3) hour period of work.
- 7:11** It is understood that vacation days and general holidays are based on a seven and three-quarter (7¾) hour day.
- 7:12** This Article shall not prevent trial and implementation of changes in shift length or regular working hours, or shift rotation if mutually agreed between the Hospital and a majority of the employees or employee whose schedule is affected.

- 7:13** Employees shall not be scheduled to work a split shift.
- 7:14** Employees who are scheduled to work and so report and are sent home by the Hospital, shall be paid three (3) hours pay for reporting to work if the Hospital is responsible for the scheduling error.
- 7:15** There shall be a minimum of eight (8) hours rest period after any overtime worked. However, if the Hospital is unable to provide such a rest period, overtime rates shall be paid to the affected employee for his next shift.
- 7:16** Shift schedules for a period of not less than two (2) weeks shall be posted at least two (2) weeks before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the consent of the employee concerned.
- 7:17** Any exchange of shifts between employees requires the Hospital's approval and shall not result in any additional cost to the Hospital.

Article 8 Overtime

- 8:01** Overtime shall be all authorized time by the Hospital and worked in excess of regular daily or biweekly hours established in accordance with Article 7:01, 7:04 or 7:05.
- 8:02** Authorized overtime work for all employees shall be compensated as follows:
- (a) One and one-half ($1\frac{1}{2}x$) times the employee's basic rate during the first **three (3)** hours of overtime on a regular work day and two ($2x$) times the employee's basic rate for any additional hours;
 - (b) Two ($2x$) times the employee's basic rate on an employee's scheduled day of rest;
 - (c) Two and one-half ($2\frac{1}{2}x$) times the employee's basic rate on a general holiday which was an employee's day off or for hours worked in excess of the regular daily hours in 7:01 or 7:04.

Occasional overtime periods of less than fifteen (15) minutes shall not be paid.

- 8:03** Effective the first pay period following the date of ratification, an employee required to perform overtime for a period in excess of two (2) hours contiguous to his regular work day shall be granted eight dollars (\$8.00) or at the employees choice a meal shall be provided.

An employee shall receive eight dollars (\$8.00) or provided meal for each additional four (4) hour interval while working overtime.

- 8:04** By mutual agreement of the Hospital and the employee, and at a mutually agreed time, time off equivalent to the overtime rate of pay may be taken in lieu of payment for overtime.

Overtime may be accumulated to a maximum of 77.5 hours (i.e. 10 work days), and may be compensated for by the granting of equivalent time off at applicable overtime rates. Such time shall be taken by the employee prior to March 31 of any year, or will be paid out at the end of the current fiscal year.

- 8:05** All overtime periods shall include a paid rest period of fifteen (15) minutes for each continuous three (3) hour period of duty.

- 8:06** Employees shall be paid for one (1) thirty (30) minute lunch break at overtime rates for overtime periods in excess of six (6) hours.

- 8:07** Overtime shall be distributed as equitably as possible amongst those full-time employees qualified for the work.

- 8:08** 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:

- (a) 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.

- (b) An employee who has completed his regular daily or biweekly 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.
- (c) 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.
- (d) 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.

Shift Engineers Only

- 8:09** Employees required to work on their regular rest days will be guaranteed work for the full shift.
- 8:10** Employees required to work two (2) full consecutive shifts shall be paid two (2x) times their basic pay for the first half of the second shift and three (3x) times their regular pay for the second half of the second shift.

Article 9 Annual Vacation

- 9:01** Every employee hired before April 1 will be granted vacation at his basic rate of pay during the ensuing vacation year, which extends from April 1 to March 31.

9:02 An employee who has completed less than one (1) years continuous employment as of March 31 will be granted vacation based on a percentage of regular hours worked.

9:03 (a) Employees will be entitled to a paid vacation calculated on the basis of vacation earned at the following rates:

<u>Length of Employment</u>	<u>Rate at which Vacation is Earned</u>
In the first three (3) years:	Fifteen (15) days per year
In the fourth (4 th) to tenth (10 th) year inclusive:	Twenty (20) days per year
In the eleventh (11 th) to twentieth (20 th) year inclusive:	Twenty-five (25) days per year
In the twenty-first (21 st) and subsequent years:	Thirty (30) days per year

Vacation entitlement for the vacation year following completion of the third, tenth and twentieth years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

(b) No vacation will be earned while an employee is on an unpaid leave of absence in excess of four (4) weeks.

(c) Employees on Workers Compensation or in receipt of income protection will continue to accrue paid vacation for a maximum period of two (2) years.

9:04 Part-time employees are entitled to accumulate paid vacation according to Article 9:06. Part-time employees shall receive their vacation entitlement over a period of time equivalent to the vacation period of a full-time employee.

9:05 An employee who terminates employment for any reason including layoff is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of regular hours paid (exclusive of overtime).

- 9:06** Upon termination of service, vacation credits shall be calculated in accordance with the schedule set out in Article 9:03 of the Collective Agreement.
- 9:07** The number of employees and the classification of the employees on vacation at any time will be subject to the minimum staffing required by the Hospital.
- 9:08** 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 (1) 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 agreeable date.
- 9:09** The whole calendar year shall be available for taking vacations, subject to the minimum staffing required, as determined by the Hospital.
- 9:10** Vacation credits must be utilized before the end of the next vacation earning period but by mutual agreement may be carried over from one vacation earning period to the next.
- 9:11** Subject to mutual agreement, up to five (5) working days of vacation may be taken in advance, providing it has been earned.
- 9:12** The seniority of employees will be recognized in assigning vacation choices by the following method:
- (a) A list of employees in the department by seniority sequence, shall be posted by the Hospital not later than April 15 of each year;
 - (b) Up to and including April 30, **the employees shall select their preference for all vacation hours. Preference for vacation shall be given to employees in descending order of seniority. Posted vacation can be changed with the employee's and employers' mutual agreement, subject to operational requirements.**

- (c) Where there is a conflict in vacation preference for two (2) or more employees within the same classification, seniority shall be the determining factor;
- (d) Employees wishing to exercise their seniority as provided under (c) above must indicate in writing to the Manager of Physical Plant or designate. Such exercise of seniority may occur only once per two (2) vacation years.

9:13 Where an employee fails to indicate his choice of vacation time prior to April 30, vacation requests will be allocated by the Manager of Physical Plant or designate based upon first request, first preference.

Where an employee fails to select their choice of vacation time prior to April 30, vacation hours can be allocated by the employer. Allocated vacation hours can be changed with employers' and employees' mutual agreement.

Article 10 General Holidays

10:01 The following shall be recognized as paid general holidays for purposes of this Agreement and observed on the calendar day on which they fall:

New Year's Day	Civic Holiday
Louis Riel Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1)	Boxing Day

And any other day proclaimed as a general holiday by the Federal, Manitoba Provincial or City of Winnipeg authority.

10:02 The Hospital will determine the work to be done on a general holiday. Where the Hospital determines that work is to be done on a general holiday, the

employee whose regular shift falls on the general holiday will be the employee assigned to perform such work, unless otherwise mutually agreed.

- 10:03** Where a recognized general holiday falls during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the holiday.
- 10:04** A full-time employee who works his regular working hours on any of the foregoing general holidays shall be paid at two (2x) times his basic rate of pay for hours worked and shall be offered an alternate day off with basic pay at a time mutually agreeable between the Hospital and the employee. Failing agreement, pay shall be granted in lieu.
- 10:05** Where a general holiday falls on an employee's regular day off, he shall be offered an alternate day off with basic pay at a time mutually agreeable between the Hospital and the employee. Failing mutual agreement, pay shall be granted in lieu.
- 10:06** An alternate day off in lieu of a general holiday must be taken within thirty (30) calendar days before or after the holiday at the mutual convenience of the Hospital and the employee. No employee shall accumulate more than four (4) alternate days which may be taken with scheduled days off or to complete a partial week of vacation, subject to the consent of the Director / Assistant Director Facility Management.
- 10:07** This Article does not apply to employees who are absent on leave of absence without pay or on layoff.
- 10:08** 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.
- 10:09** Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on a recognized general holiday. Such general holiday pay shall be included in each regular pay cheque.

10:10 Part-time employees required to work on a general holiday shall be paid at two (2x) times their basic rate for the time worked.

Article 11 Income Protection

- 11:01** (a) An employee having accumulated an entitlement to income protection may only claim basic pay against such accumulation with respect to periods during which:
- (i) He was unable to work because of an incapacitation due to accident or illness; or
 - (ii) His presence constituted a health hazard for patients or employees and he was instructed by the Hospital to leave his place of duty; or
 - (iii) He attends an appointment related to medical, chiropractic, dental, optical examination and/or treatment. Such attendance shall mean travel time and time actually spent at the appointment within the City of Winnipeg or in the case of the above not being available within the City of Winnipeg, the necessary time outside the City of Winnipeg. In the event that following the appointment an employee is unable to return to work in time for his next scheduled shift(s), he shall receive pay for that shift(s) or portion thereof, and such time shall be charged to income protection accumulation; or
 - (iv) Compensation is not payable under Manitoba Public Insurance (MPI) as a result of a motor vehicle accident.
- (b) An employee shall only be entitled to use income protection credits on his normally scheduled days of work.
- 11:02** (a) For each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, one (1) day, eighty percent (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 11:01. The remaining one-quarter ($\frac{1}{4}$) of a day, twenty percent (20%) shall be reserved for either the employee's personal use as outlined in

Article 11:01, or for use in the event of family illness as specified in Article 11:04 or to offset the waiting period for EI benefits for maternity/parental leave as outlined in Article 13:07(e). 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 (1) to read three-quarters ($\frac{3}{4}$) of a day, and amend one-quarter ($\frac{1}{4}$) of a day to read one-half ($\frac{1}{2}$) of a day.

- (b) (i) Income Protection shall accumulate at the rate of one and one-quarter ($1\frac{1}{4}$) days for each full month of service for full-time employees.
- (ii) Part-time employees shall accumulate income protection credits on a pro rata basis, in accordance with this formula:

$$\frac{\text{Hours paid at regular rate of pay}}{\text{Full-time hours}} \times \text{Entitlement of a full-time employee}$$

- (iii) Where a part-time employee is unable to work all or part of an additional casual shift for any reason, excluding scheduled shifts per Article 7:17, payment shall be made only in respect of hours actually worked.
- (iv) Part-time employees may claim payment from accumulated income protection credits only for those hours they were regularly scheduled to work, as per Article 7.17, but were unable to work due to illness.

11:03 An employee with more than one (1) year of seniority who is unable to work by reason of an accident or illness not fully covered by paid income protection shall have his Hospital Group Life Insurance premiums paid by the Hospital until he regains his health and is able to work or until his employment is terminated.

11:04 Subject to the provisions of Article 11:02(b), an employee may use up to ten (10) days income protection credits in any one (1) calendar year for sudden serious illness of a spouse, parent or child.

- 11:05** (a) Any employee who will be absent for any reason shall inform the Hospital of their first days absence at the earliest possible time prior to the commencement of their shift.
- (b) Failure to give notice of absence as specified in (a) without reason that is satisfactory to the Hospital may result in non-entitlement to income protection benefits for the entire shift.
- (c) Any employee returning to work following an absence of one (1) shift or more shall inform the department by 14:00 hours the day prior to returning to work or in the case of the night shift by 14:00 hours the day returning to work.

If no call is received by the above specified times, replacements may be initiated. Should the employee report for work for the next scheduled shift and has been replaced, he shall be sent home without any pay and the replacement will remain at work.

- 11:06** (a) The Hospital reserves the right to require a medical examination and/or medical certificate or report to determine any employee's fitness to perform his normal duties, following an absence due to illness or injury. Failure to comply with such request may result in non-entitlement to income protection benefits, and/or refusal to allow employees to continue or resume their duties.
- (b) The Hospital may require an employee to provide a medical certificate or report as proof of the validity of his claim for income protection where the Hospital has grounds to suspect the validity of his claim. Failure to provide adequate proof of illness shall disqualify an employee from receiving paid income protection.
- (c) The medical certificate or report shall deal with diagnosis, prognosis and recovery time.

11:07 The Hospital and Union agree to cooperate to prevent and to correct abuses of income protection. Suspected abuses of income protection will be

investigated by the Hospital and proven instances of abuse shall result in disciplinary action being taken against the employee. Such disciplinary action may be grieved.

11:08 During the period an employee is absent from work on paid income protection or on a leave of absence following the use of all income protection credits, he shall contact the Coordinator - Staff Health once every two (2) weeks or as mutually agreed to advise the Hospital of his condition and expected date of return to work. An employee must give at least two (2) weeks' notice of his intent to return to work following an absence in excess of four (4) weeks.

- 11:09** (a) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident he must advise his supervisor as soon as possible and he must submit a claim for benefits to the Manitoba Public Insurance (MPI). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPI.
- (ii) Subject to (i), where an employee has applied for MPI benefits and where a loss of normal salary would result while awaiting an MPI decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions.
- (iii) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2:15 (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions, and EI contributions.
- (iv) The advance will cover the period of time from the date of injury in the motor vehicle accident until the date the final MPI decision is 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.

- (v) The employee shall reimburse the Employer by assigning sufficient MPI 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 MPI directly to the employee.
 - (vi) In the event that the MPI 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.
 - (vii) Upon request, the Employer will provide a statement to the employee indicating the amount of the advance payment(s) made and repayment(s) received by the Employer.
- (b)
- (i) Subject to (a), an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement MPI payments.
 - (ii) The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 2:15 of the Collective Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
 - (iii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
 - (iv) If at any time it is decided by MPI that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by MPI, then such payment shall not be payable.

- (c) 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 period is recommended by MPI, the Employer shall make every reasonable effort to arrange for such assessment/return subject to MPI covering all related costs.

11:10 The Employer agrees to actively participate and facilitate the rehabilitation and return to work of ill injured or disabled employees. The Union shall be notified and involved if there is a request for a Rehabilitation and Return to Work Program for employees. The Employer and the Union shall review the provisions of the program and ensure that the work designated is within her/his restrictions and limitation.

Article 12 Standby and Callback

- 12:01** “Standby” refers to any period of time during which an employee is off the Hospital premises and is required to available to return to work without undue delay.
- 12:02** Employees designated by the Hospital in writing to be on standby shall be paid a standby allowance of one (1) hours pay for each eight (8) hour period or portion thereof.
- 12:03** Standby allowance shall not be paid during any time during which an employee is actually called back to work.
- 12:04** An employee who is called and required to report for work outside of his scheduled working hours shall be paid for a minimum of three (3) hours at two (2x) times his basic rate of pay prior to midnight or a minimum of four (4) hours at two (2x) times his basic rate of pay after midnight or until the start of his next scheduled shift, whichever, is the lesser time.
- 12:05** Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.

- 12:06** An employee assigned, in writing by the Employer, to temporarily relieve or replace an employee whose position is outside of the bargaining unit will be paid eighty cents (\$0.80) per hour above their existing rate of pay.
- 12:07** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid sixty-five cents (\$0.65) per hour for hours so assigned. It is understood that this provision does not apply to shift engineers replacing or relieving another shift engineer.

Article 13 Leave of Absence

- 13:01** An employee will be required to submit a written request for any leave of absence referred to in this Agreement, unless otherwise herein stipulated. These requests will specify the reason for the leave and will be considered on an individual basis and may be allowed at the sole discretion of the Hospital, unless otherwise indicated in the Agreement. Except in emergencies, all requests must be made in writing to the Manager of Physical Plant at least thirty (30) calendar days in advance, specifying the reason for the leave and the dates of departure and return.
- 13:02** An employee with more than one (1) year seniority who is unable to work by reason of an accident or illness not fully covered by Workers Compensation or paid income protection shall, upon providing an acceptable medical certificate, be granted an unpaid leave of absence, the maximum length of which shall be calculated at the rate of:
- (a) Three (3) months entitlement upon completion of the employee's first continuous year of employment with the Hospital; or
 - (b) One (1) month per year of service since any previous claims made under this Article, up to a maximum of six (6) months. Upon returning to work after such granted leave of absence, the employee shall be reinstated as an employee of the Hospital.

The employee shall lose his seniority and his employment shall terminate if he is unable to return to work at the end of the unpaid leave of absence.

13:03 Union Leave

- (a) Employees authorized to be absent from work on approved Union business shall continue to be paid their basic pay by the Hospital as follows:
 - (i) One (1) employee representative may attend a grievance meeting to represent the grieving employee's interests without loss of basic pay;
 - (ii) Three (3) employee representatives may attend negotiation or conciliation meetings without loss of basic pay.
- (b) The Hospital may grant leave of absence without pay for Union business where it receives a written request from the Union at least twenty (20) days in advance of the date of the requested leave. The Hospital shall grant reasonable requests for such leaves of absence having regard for the length of the leave, compliance with the request requirements, the staff complement in the department's operation during the period of the leave or portions thereof and other relevant factors.

Employees granted such leave shall continue to be paid in the regular manner, subject to total recovery of payroll and related costs by the Hospital from the Union.

13:04 Jury and Witness Duty Leave

An employee required to serve as a juror, or one subpoenaed as a witness in any court of law, other than a proceeding occasioned by the employee's conduct or affairs, shall be granted a leave of absence without loss of basic pay, and remit to the Employer any payment received except reimbursement of expenses.

13:05 Bereavement Leave

- (a) Bereavement leave of up to five (5) working days without loss of basic pay shall be granted in the event of death of a spouse, common-law spouse, child, parent, sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé, and any other relative who has been residing in the same household. Such days may be taken only in the period which extends from the date of death up to and including the day following interment or cremation. Bereavement leave may be extended at the discretion of the Hospital, by up to two (2) additional working days as may be necessitated by reason of travel to attend the funeral.
- (b) Bereavement leave shall be granted to an employee of up to one (1) day with basic pay to attend a funeral as a mourner or pallbearer.
- (c) One (1) day may be retained for use in the case where actual interment or cremation is at a later date.

13:06 Parenting Leave

Parenting leave consists of maternity leave and parental leave. Parental leave includes paternity and adoption leave.

13:07 Maternity/Parental Leave

An employee shall receive Maternity Leave of seventeen (17) weeks and Parental Leave of thirty-seven (37) weeks for a maximum of fifty-four (54) weeks without pay, subject to the following conditions:

- (a) An employee must have completed six (6) months employment as of the intended date of leave unless otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twenty-second (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.

- (c) In the interest of job performance or employee health, as verified by a qualified medical practitioner, the Employer will have the right to place the employee on maternity leave.
- (d) Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on the expiry of the maternity leave without a return to work unless otherwise approved by the Employer.
- (e) Subject to the provisions of 11:02 (b), employees may choose to receive up to a maximum of five (5) days payment of normal salary from accumulated income protection credits before or after the period covered by Employment Insurance. These five (5) days shall be prorated for part-time employees based on their regular paid hours of work within the previous fifty-two (52) weeks.

Effective April 1, 2010 the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

Plan B

- (1) In order to qualify for Plan B, a pregnant employee must:
 - (a) Have completed six (6) continuous months of employment with the Employer;
 - (b) Submit to the employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) Provide the Employer with proof that she has applied for Employment Insurance Benefits and that the HRDC has agreed

that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

- (2) An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:
 - (a) She will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from maternity leave or at any time during the six (6) months following her return from maternity leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) She will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and
 - (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- (3) An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 13:07(1)(c).
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 13:07(1)(c).

- (c) The Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- (4) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
 - (c) All other time as may be provided under Article 13:07(3), shall be on a leave without pay basis.
- (5) An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.
- (6) Plan B does not apply to temporary employees.
- (7) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

Sections 52 through 57.1(2) inclusive and Section 60 of the Employment Standards Code respecting maternity leave shall apply.

13:08 Parental Leave - Paternity

An employee shall receive parental leave of thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) He become the natural father of a child and assumes actual care and custody of his child.

- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
- (d) Parental leave must be completed no later than the anniversary date of the birth of the child or the date on which the child came into the actual care and custody of the employee.

13:09 Parental Leave - Adoption

An employee shall receive parental leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence adoption leave upon one (1) days' notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- (c) An employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

13:10 (a) If an employee wishes to return to work after maternity and/or parental leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity and/or parental leave she shall be placed in her former classification at the same salary level.

- (b) An employee may end her maternity or parental leave earlier than the day set out under Article 13:07 by giving the Employer written notice at

least two (2) weeks or one (1) pay period, whichever is longer, before the day the employee wishes to end the leave.

13:11 Paternity Leave

A male employee shall be entitled to three (3) days paid leave of absence (Paternity Leave) within seven (7) days of the birth or adoption of his child.

13:12 Citizenship Court Leave

Employees shall be allowed the necessary time off without loss of basic pay to attend citizenship court to become a Canadian citizen up to a maximum of one (1) calendar day.

13:13 Deferred Educational Leave Plan (DELP)

- (a) The DELP is implemented for the sole purpose of formal educational Leaves of Absences (LOAs) in excess of six (6) months.
- (b) Any full-time or part-time employee may apply for membership in the DELP following completion of her probationary period.
- (c) The Union shall save the Victoria General Hospital harmless from any claims from employees enrolled in the DELP as a result of monies collected and not remitted in accordance with the Plan. It is agreed remittance of all monies to the Plan, in Trust, is to be forwarded on each payday to the carrier of the Plan in Trust.
- (d) On filling out the enrollment form for membership, the employee shall indicate the amount of her earnings that are to be deferred and remitted by the Hospital to the Plan, in Trust. The amount shall be no less than fifty-two (52) and not more than thirty percent (30%) of gross earnings at the time of the application. The bi-weekly amount will be rounded to the next higher dollar.
- (e) The amount to be deferred in trust may be changed at the request of the employee annually on the anniversary date of enrollment in the Plan.

- (f) The employee may indicate on the enrollment form a date when it is anticipated she will be requesting a leave of absence, utilizing the deferred amounts.
- (g) It is agreed between the Hospital and the Union for the purpose of the DELP that section 13:01 regarding application for leaves of absence shall apply.
- (h) Each request for a LOA under DELP will be reviewed on an individual basis and will be granted if reasonably possible, dependent upon the operational requirements of the department subject to a maximum of one (1) employee per department being absent on LOA under the DELP at any one (1) time.
- (i) In the event that more than one (1) employee simultaneously applies for LOA under the DELP for the same period of time or portions of the same period of time, seniority shall be the governing factor in determining which leave is approved by the Hospital.
- (j) An employee having received approval for a leave, who voluntarily transfers to another position, may have the leave honored dependent upon the operational requirements of the department to which she has transferred.
- (k) In the event a classification change occurs as a result of LOA under DELP, it is understood the guarantee of a position upon return in the new classification is contingent upon a suitable position in the new classification being available.

13:14 Compassionate Care

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 thirty (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 (2) 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) weeks duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - (i) A family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (1) The day of the certificate is issued; or
 - (2) If the leave was begun before the certificate was issued, the day the leave began; and
 - (ii) The family member requires the care or support of one (1) or more family members.

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

- (e) A family member for the purpose of this Article shall be defined as:
 - (i) A spouse or common-law partner of the employee;
 - (ii) A child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) A parent of the employee or a parent of the employee's spouse or common-law partner;
 - (iv) 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;

- (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), (v) and (vi);
 - (viii) 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.
- (f) Unless otherwise mutually agreed, an employee may end her/his compassionate care leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Any additional available shifts resulting from compassionate care leave being granted shall be clearly indicated as "Compassionate Care Leave shifts - subject to forty-eight (48) hours' notice of cancellation."
- (g) Seniority shall be retained/accrued as per Article 5:07.
- (h) 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 13:05.

Article 14 Shift Premium

- 14:01** Employees required to work the majority of their hours on any shift between 16:30 and the next succeeding 08:30 hours shall be paid a shift premium of one dollar thirty-one cents (\$1.31) per hour for the entire shift. Shift engineers working twelve hour shifts shall receive four (4) hours of premium while on day shift.
- 14:02** Shift premium will not be payable while an employee is off duty for any reason.

- 14:03** A weekend premium of one dollar thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked between 00:01 hours on the Saturday and 24:00 hours on the following Sunday.
- 14:04** Where applicable, the shift premium and the weekend premium shall both be paid.

Article 15 Transportation Allowance

- 15:01** An employee required to return to the Hospital on a callback will:
- (a) Have return transportation provided by the Hospital; or
 - (b) Receive reimbursement based on the prevailing Province of Manitoba mileage rate for use of the employee's vehicle. When the Province of Manitoba mileage rates are increased the Employer will adjust the rates retroactive to the date the provincial rate takes effect.
- 15:02** An employee who is required to terminate or commence their shift between 00:01 and 06:00 hours and who does not have their own transportation, will have transportation provided by the Hospital at no cost to the employee involved.

Article 16 Grievance and Arbitration Procedure

Grievance Procedure

- 16:01** A "Grievance" shall mean any dispute between an employee, group of employees, or the Union and the Hospital, regarding the interpretation, application or alleged violation of this Agreement.
- 16:02** At each step of the grievance procedure, the grievor may elect to be represented and accompanied by one (1) shop steward, officer and/or the Union Business Representative.
- 16:03** **Step 1**
Within ten (10) calendar days of the event giving rise to a grievance, an employee must submit his grievance in writing to the Manager of Physical

Plant or designate. The written grievance must state the facts giving rise to the grievance, identify the provisions of this Agreement alleged to be violated by specific reference, and state the contention of the employee with respect to these provisions and must also indicate the specific relief requested. The Manager of Physical Plant or designate shall reply in writing within ten (10) calendar days of receipt of the written grievance.

16:04 Step 2

If the grievance is submitted but not satisfactorily resolved in Step 1, the grievor and/or the Union Business Representative shall, within ten (10) calendar days of the discussion, submit the grievance in writing to the Director of Human Resources.

The Director of Human Resources shall reply in writing within ten (10) calendar days of his receipt of the written grievance, unless the Director of Human Resources calls a meeting of the employee, the Union Business Representative and Hospital management to discuss the grievance where after the Director of Human Resources shall render a written decision within ten (10) calendar days of the meeting.

16:05 Step 3

If the grievance is not satisfactorily resolved in Step 2, the grievor and/or Union Business Representative shall, within ten (10) calendar days of the decision in Step 2, forward the identical grievance in writing to the President of the Hospital who shall respond within ten (10) calendar days of receipt of the grievance.

16:06 It is understood and agreed that the claim of an aggrieved employee who fails to comply with the time limits set forth in this Article shall be disallowed for failure to so comply and that such claims shall not be renewed or further processed through the grievance procedure or any other special tribunal. It is understood that if the Hospital fails to comply with the time limits set forth in this Article, the grievance shall have been deemed to succeed and the request for adjustment on the grievance shall be implemented immediately and/or at a time mutually agreed to by the parties.

16:07 Policy grievances and grievances filed as a result of dismissal, suspension or demotion shall be submitted at Step 2.

Arbitration Procedure

16:08 In the event of the failure of the parties to settle a grievance in the manner set forth above, within ten (10) calendar days of the written decision being issued by the President of the Hospital, the matter may be referred to arbitration within the ensuing ten (10) calendar days.

16:09 Within ten (10) calendar days after receipt of written notice of intention to refer a matter to arbitration, each party shall notify the other of its nominee to an Arbitration Board (herein called the Board).

16:10 Within ten (10) calendar days following their nominations, the nominees to the Board shall select a mutually acceptable Chairperson.

16:11 If either party fails to name its nominee to the Board, or if the nominees cannot agree on a Chairperson, the Manitoba Labour Board shall be requested to make the necessary appointment(s).

16:12 It is mutually agreed by both parties to this Agreement that the majority decision of the Board shall be final and binding upon the Hospital, the Union and the grievor(s). In the absence of a majority decision, the decision of the Chairperson shall be binding on all parties.

16:13 In reaching a decision, the Board shall be solely governed by the provisions of this Agreement. The Arbitration Board shall not be vested with the power to change, modify or alter any of the terms of this Agreement. All matters submitted to the Board must present an arbitrable issue under this Agreement and shall not depend on or involve any issue or contention by either party which is contrary to any provision of this Agreement, or which involves the determination of a subject matter not covered by this Agreement.

16:14 Any costs incurred by either party relative to an arbitration procedure shall be borne by that party including the cost of witnesses, except the costs of the

Chairperson of the Board shall be shared equally by the Hospital and the Union.

- 16:15** Nothing in this Agreement shall preclude settlement of a grievance by written mutual agreement between the Hospital and the Union, in any manner whatsoever, or voluntary written extension of stipulated time limits.

Article 17 Union Notices

- 17:01** The Hospital agrees to provide one (1) bulletin board in the Maintenance Department for use of the Union.
- 17:02** The Hospital reserves the right to remove from the bulletin board any materials which it considers damaging to the facility and its operation.

Article 18 Emergencies

- 18:01** In an emergency, disaster or emergency drill, employees are required to perform duties as assigned by the Hospital. For the purposes of this Article, emergencies or disasters are defined as situations which may directly affect the safety or well-being of patients in the Hospital as noted in the Hospital's Emergency Measures Manual.
- 18:02** Compensation for overtime worked during any emergency situation or drill declared by the Hospital shall be limited to one and one-half (1½x) times the employee's basic rate of pay or equivalent time off.

Article 19 Education

- 19:01** Employees will not be eligible for educational subsidies during their probationary period.
- 19:02** Outside of position qualifications at time of hire, where the Employer requires an employee to attend educational conferences, workshops, or courses during his regular hours of work, the registration, tuition fees, basic salary, and related expenses shall be paid for by the Employer.

- 19:03** Employees required by the Employer to attend courses outside the City of Winnipeg will be credited for all hours of travel to and from the location of the course. These hours will be paid at straight time into the employee's overtime bank.
- 19:04** The employee authorizes the Hospital to deduct from his wages, the total cost of the course, conference, workshop or program if the employee fails to successfully complete the course, conference, workshop or program.
- 19:05** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into an educational program and wish to maintain an employment relationship with the Employer.

Article 20 Termination of Employment

- 20:01** The employee must give two (2) weeks written notice of intention to terminate employment, exclusive of any vacation due. The Hospital may withhold wages equivalent to the period of notice not given by the employee.
- 20:02** Subject to other provisions in this Agreement, each employee shall, upon termination of employment and within seven (7) calendar days following the completion of the last working shift, receive pay in lieu of unused vacation and all salary earned to the date of termination.
- 20:03** On termination an employee shall return:
- (a) All Hospital supplied uniforms;
 - (b) All Hospital keys and locks;
 - (c) All Hospital library books;
 - (d) Hospital ID Card and Parking Pass;
 - (e) And all other Hospital property; or
- be responsible for the cost of replacement.

20:04 Employment may be terminated by the Employer with written notice provided as follows:

Period of Employment	Notice Period
Less than one (1) year:	One (1) week.
At least one (1) year and less than three (3) years:	Two (2) weeks.
At least three (3) years and less than five (5) years:	Four (4) weeks.
At least five (5) years and less than ten (10) years:	Six (6) weeks.
At least ten (10) years:	Eight (8) weeks.

Article 21 Personnel File and Discipline

21:01 The Hospital has the right to discipline or dismiss any employee for just cause.

21:02 Where the Hospital makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment indicating only that he has read and understands the contents. The employee may respond in writing to the assessment which shall become part of his record.

21:03 Employees shall have the opportunity to examine their personnel file in the presence of an authorized representative of the Hospital. Only one (1) personnel file shall be maintained by the Hospital for each employee.

21:04 Where the Hospital meets with an employee with the specific intention to impose disciplinary action of written warning, suspension or dismissal, the employee may request a Union representative and/or union business agent to participate in the meeting. Employees shall be notified in writing of the reasons for suspension or dismissal.

21:05 An employee shall be given the opportunity to examine any document which is placed in his/her personnel file, and his/her reply to any such document shall also be placed in his/her personnel file.

21:06 The Employer will agree to meet with the employee and the Union twenty-four (24) months following disciplinary action to discuss removal of documentation from the employee file.

Article 22 Labour Management Meetings

22:01 The Hospital and the Union agree to cooperate in the formation and operation of a joint labour management committee. The committee shall consist of two (2) representatives from the Union and two (2) representatives of the Hospital.

22:02 The committee shall meet at the written request of either party but shall meet at least once every three (3) months. Employees shall suffer no loss of basic pay for time spent in such meetings.

22:03 The purpose of the committee shall be:

- (a) To provide fuller understanding and confidence between employees and the Hospital; and
- (b) To prevent and correct abuse of income protection; and
- (c) To discuss workplace issues affecting employees and the Hospital.

Article 23 Workers Compensation

23:01 (i) An employee who becomes injured in the course of performing his/her duties must report such injury or accident as soon as possible to his/her immediate supervisor.

- (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers Compensation payment will be paid directly to the employee by WCB.

- (iii) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit a written application to the Employer requesting an advance subject to the following conditions:
 - (a) Advance payment(s) shall not exceed the employee's basic pay as defined in Article 2:15 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and EI contributions.
 - (b) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however in no case shall the 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 WCB payments to be paid directly to the Employer to offset the total amount of the advance.
 - (d) In the event the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Collective Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
 - (e) Upon written 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.
- 23:02** (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the WCB payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic pay defined in Article 2:15 of the Collective

Agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.

- (b) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
- (c) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental care plan, long term disability plan and group life insurance plan as if the employee was not disabled. If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- (d) Further to this, the Employer shall notify WCB of salary adjustments at the time they occur.
- (e) In accordance with Section 41 (6) (b) of The Workers Compensation Act of Manitoba, the Employer shall make application to WCB by January 1, 1994, so that the WCB may determine whether or not the supplements referenced in 23:02 (i) above shall continue in effect after January 1, 1995.
- (f) If at any time, it is decided by WCB that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.

23:03 During the period an employee is seeking or in receipt of Workers Compensation, he shall contact the Coordinator, Staff Health once every

two (2) weeks, or as mutually agreed to, to advise the Hospital of his condition and expected date of return.

- 23:04** The Hospital reserves the right to require an employee who intends to return to work following a claim for Workers Compensation to be examined by a physician to determine the employee's fitness to perform his normal duties.
- 23:05** Employees who are off work on WCB or MPI may have the option to make voluntary contributions to the Pension Plan if the text of the plan permits.

Article 24 Job Classifications and Reclassification

- 24:01** In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing 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.
- 24:02** Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule A of this Agreement.
- 24:03** If the Union files written objection, as per Article 24:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 24:04** Failing agreement, the matter may be referred to arbitration in accordance with Article 16.
- 24:05** (a) At any time after an employee has been in a new classification for three (3) months, he shall have the right to request a review of his classification if he feels that the duties of the job are materially different from those of the job description.
- (b) The Hospital will examine the duties of the employee, compare them with the job description and give a decision as to the validity of the request.

- (c) If the decision in Article 24:05(b) is not satisfactory to the employee, he may treat this request for change in classification as a grievance as defined in Article 16:01.

24:06 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.

24:07 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.

Article 25 Sub-Contracting

25:01 The Hospital agrees during the life of this Agreement, there shall be no contracting out of any work that would displace any present employee from the bargaining unit or in any way reduce his classification or basic pay.

25:02 It shall not be considered as sub-contracting should the Employer:

- (a) Merge or amalgamate with another non-proprietary health care facility or non-proprietary health care related facility; or
- (b) Transfer or combine any of its operations or functions with another non-proprietary health care facility or non-proprietary health care related facility; or
- (c) Take over any of the operations or functions of another non-proprietary health care facility.

25:03 In accordance with Article 25:02, an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular basic rate, for the position last occupied, for each year of employment with the Employer if the Employer is unable to provide alternate employment for which the employee possesses qualifications and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating facility.

Article 26 Duration of Agreement

- 26:01** This Agreement shall be in full force and effective from the first day of April, **2016** until the thirty first day of March, **2019**.
- 26:02** This Agreement may be amended during its term by mutual agreement.
- 26:03** 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) calendar days and not less than thirty (30) calendar days prior to the expiration date hereof.
- 26:04** If notice is not given under Article 26:03 within thirty (30) calendar days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

Article 27 Retirement Bonus

- 27:01** Employees retiring in accordance with the following:
- (a) Retire at age sixty-five (65) years; or
 - (b) Retire after age sixty-five (65) years; or
 - (c) Have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
 - (d) Employees who have completed at least ten (10) years continuous employment with the Employer, whose age plus years of that employment equal eighty (80); shall be granted retirement bonus on the basis of four (4) days per year of employment.
- 27:02** Calculation of retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's length of employment on the date of retirement.

27:03 Employees retiring in accordance with the conditions of Article 27:01 shall be granted retirement bonus as specified on the following basis. Calculations will be based on the following formula:

$$\frac{\text{Total paid hours actually worked from date of hire}}{\text{Full-time hours}} \times \text{Four (4) days}$$

27:04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.

27:05 Pre-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

27:06 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this Collective Agreement.

Article 28 Technological Change

28:01 Technological change shall mean the introduction by the Hospital into the Hospital of equipment or material of a different nature or kind than that previously used by the Hospital in the operation of the Hospital, and a change in the manner in which the Hospital carries on the work, 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 Hospital shall notify the Union at least one hundred twenty (120) days before the introduction of the technological change, with a

description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

- (b) The Hospital and the Union will meet not later than ninety (90) days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of employees so affected.
- (c) Failing agreement in 28:01(b) the Union may submit a grievance at Step 3.

28:02 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 the provisions of Article 30.

28:03 Where new skills are required than are already possessed by employees who are affected by a technological change as provided in Article 28:01, such employees shall at the expense of the Hospital, be given a reasonable training period (not to exceed twelve [12] months) during which they may acquire the skills necessitated by the new method of operation or, at the option of the Hospital, be trained in a new area in respect of which there is demand for individuals possessing such skills. There shall be no reduction in wage or salary rates during the training period of any such employee provided, however, that the obligation to pay for the cost of such training is contingent upon the employee satisfactorily completing the course or training, as the case may be.

Article 29 Health and Safety

29:01 The Hospital agrees to make reasonable and proper provisions for the maintenance of a high standard of health and safety in the workplace and will provide safety equipment where required and install safety devices where necessary.

- 29:02** The Workplace Safety and Health Committee presently constituted shall continue to operate with Union representation under its present terms of reference for the purpose of improving the health and safety of employees and the identification of health and safety hazards.
- 29:03** The Union shall be entitled to have one (1) representative selected by the Union on this committee. Time spent by this individual in carrying out his functions as a committee member shall be considered as time worked. Minutes shall be taken of all meetings and copies shall be provided to the Employer and the Union.

Article 30 Layoffs and Recall

- 30:01** When a reduction in the work force becomes necessary employees will be laid off in reverse order of seniority providing that the remaining employees possess the qualifications and abilities to do the required work.
- 30:02** Notice of layoff shall be given by personal service or by registered mail to the employee's last recorded address on file with the Hospital with a copy to the Union.
- 30:03** In the event of a layoff, employees other than probationary and temporary employees shall receive four (4) weeks' notice or pay in lieu of such notice except that two (2) weeks' notice or pay in lieu of each notice shall be provided when there is a disaster beyond the control of the Hospital.
- 30:04** No new employee will be hired and the job posting requirements do not apply when other employees are on layoff, unless the laid off employees do not have the necessary qualifications and abilities to fill the vacant position or decline recall resulting in their loss of seniority and employment.
- 30:05** Employees are to be recalled in order of seniority providing they possess the qualifications and abilities to do the required work. Such recall shall be made by registered mail and shall provide for a maximum of fourteen (14) calendar days' notice to report back to work. The employee is required to contact the Hospital within seven (7) calendar days of receipt of such notice, confirming

his intention to return to work as scheduled or making reasonable alternative arrangements. An employee who declines to return shall be terminated and lose all seniority.

30:06 While on layoff an employee shall not accumulate income protection credits, vacation or seniority and he shall cease to enjoy the coverage of the Group Benefit Plans of Article 31.

Article 31 Employee Benefits

31:01 The parties agree to pay required premiums for the following Healthcare Employees Pension Plan (HEPP) and Healthcare Employees Benefit Plan (HEBP) with eligibility, benefit levels and contribution levels as determined by the Employee Benefits Committee and HEPP/HEBP.

1. The Healthcare Employees Pension Plan; and
2. The Healthcare Employees Group Life Insurance Plan; and
3. The Healthcare Employees Dental Plan; and
4. The Healthcare Employees Health Care Plan; and
5. The Healthcare Employees Disability and Rehabilitation Plan.

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

Deductions from wages for employee share of the premiums shall be authorized in writing by employees.

31:02 The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans or, upon request, the same information may be provided through the appropriate administrative contact.

31:03 Disability and Rehabilitation Benefits

The Employer agrees to participate in the HEB Disability and Rehabilitation (D&R) Plan. The benefit levels will be as stipulated in the D&R Plan. The Employer will pay the D&R premium to a maximum of two point three percent (2.3%) of base salary.

The parties agree that income protection credits and Workers Compensation benefits will be used where applicable to offset the elimination period. Once the elimination period has been exhausted, and subject to the approval of the employees' application for D&R benefits by HEB, the employee may commence drawing disability benefits. It is understood that the elimination period for the D&R Plan is one hundred and nineteen (119) calendar days. An employee may claim income protection benefits for the period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the one hundred and twentieth (120th) calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

- (a) Where an employee has been away from work due to illness for four (4) consecutive weeks, the employee must complete all required documentation and make application for coverage under the HEB D&R Plan. The Employer and the Union are willing to assist the employee with completion of the documentation / application should the employee request.
- (b) Subject to compliance with Article 31:04(a), in the event:
 - (i) An employee does not have sufficient accrued income protection to cover the one hundred and nineteen (119) calendar day elimination period; or
 - (ii) The employee's D&R application has not been approved by the end of the elimination period,

the Employer shall pay the D&R premium, Health Plan premium and Dental Plan premium in respect of any portion of the elimination period where the employee is not in receipt of paid income protection or in respect of the period of time between the end of the elimination period and the date of final disposition of the employee's D&R application.

31:04 1. Current - Through HEBP

“Basic” and “Enhanced” - Extended Health Care Plan - - Totally Employee Paid.

Health Spending Account - None

2 New - Through HEBP

- Apr 1/09 - “Extended Health Care Plan” - “Enhanced” Plan - 50/50 - Employee/Employer Paid.
- Apr 1/10 - New - “Health Spending Account” - HSA = \$250 Yr FT/\$125 Yr PT - Employer Paid.
- Apr 1/11 - New - “Health Spending Account” - HSA = \$500 Yr FT/\$250 Yr PT - Employer Paid.

3. Applicable to

New Benefits - set out in section 2 above - will apply to Employees in the following:

- (1) Facility Support, (2) Nurses, (3) Professional & Technical, and (4) Trades.
- All Facility Support Sector Unions will recommend the “New” Benefit package - section 2 above to the MCHCU - Manitoba Council of Health Care Unions.

4. “Extended Health Care Plan”

Apr 1/09 - “Extended Health Care Plan” - “Enhanced” Plan - 50 / 50 - Employee / Employer Paid:

- Jan 1/09 to Mar 31/09 - 3-Month Enrolment period - to allow Employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage.
- Employees not previously in Plan - may revisit status - and - either opt into (“Enhanced”) Plan or remain out.
- Any other enrolment changes will be as per the HEBP Plan text.
- Employees previously in the “Enhanced” Plan - must remain in the (“Enhanced”) Plan.

Mar 31/09 - “Extended Health Care Plan” - “Basic” Plan - and “Basic” coverage - will end.

Apr 1/09 - “Extended Health Care Plan” - “Enhanced” Plan - 50 / 50 - Employee / Employer Paid - will commence - and - apply to all enrolled in same.

Apr 1/09 - All new Employees - hired on or after Apr 1/09 - will be required to participate in “Enhanced” Plan.

“Health Spending Account” - HSA:

A Health Spending Account will be implemented commencing Apr 1/10 as follows:

- Apr 1/10 - “HSA” = \$250 Yr Full-Time / \$125 Yr Part-Time - Employer Paid.
- Apr 1/11 - “HSA” = \$500 Yr Full-Time / \$250 Yr Part-Time - Employer Paid.

HSA Eligibility - In order to be eligible for HSA coverage - Employee must be enrolled in the “Extended Health Care Plan” - “Enhanced” Plan.

Full-Time (FT) HSA Coverage - will apply to Employees who are paid 1,500-hours or more per calendar year at straight time rates of pay.

Part-Time (PT) HSA Coverage - will apply to Employees who are paid less than 1,500-hours per calendar year at straight time rates of pay.

Year - will be defined as the period January 1 to December 31.

In the subsequent Year, HSA coverage (FT or PT) will be based on the Employee's regular paid hours (excluding OT) in the previous Year.

HSA Coverage / New Employees / Hired on or after Apr 1/10 (commencement date of HSA) - All new Employees hired on or after Apr 1/10 will commence HSA coverage following 1-Year of participation in the "Enhanced" Extended Health Care Plan.

A "Health Spending Account" - HSA - is an Employee Benefit - whereby an "Account" - made up of a fixed sum of money per Employee / Year - is set up - from which the Employee may draw:

- (1) To subsidize the benefit levels as set out in the Extended Health Benefit Plan and the HEBP Dental Plan.
- (2) Note - HSA monies are not "rolled over" from Year-to-Year.

5 "Joint Implementation Committee"

A "Joint Implementation Committee" (Employer-5 members and MCHCU-5 members) - will be struck to oversee the implementation of the New Benefits set out in paragraph 2 herein.

The "Committee" will be put into place by Jan 1/09 and will remain in place until Apr 1/09 - or longer period as may be mutually agreed between the Parties.

The purpose of the "Committee" will be to advise and assist in the implementation of the New Benefits.

Article 32 Continuance of Operations

- 32:01** The Union and all its Representatives and Officers agree that there shall be no strikes, sit-down, slowdown, or any suspension of or stoppage of or interference with work during the term of this Agreement.
- 32:02** The Hospital agrees that it will not engage in any lockout during the term of this Agreement.
- 32:03** In the event that any employee strikes or takes any action contrary to 32:01 above then the Union shall instruct said employee to return to work and perform his usual duties.

Article 33 Uniforms and Protective Wear

- 33:01** The Hospital shall supply, launder and maintain uniforms for all employees who are required by the Hospital to wear a uniform.
- 33:02** Uniforms shall not be worn off the premises of the Hospital, except when specifically permitted to do so by the Hospital.
- 33:03** (a) All uniforms and protective clothing remain the property of the Hospital and must be returned by the employee when they are no longer required or on termination of employment.
- (b) 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 remain on site and be used only during work duties.
- 33:04** The Hospital shall reimburse each employee up to one hundred thirty-five dollars (\$135) annually for the purchase of new safety footwear upon production of a receipt. Employees receiving the safety footwear allowance will be required to wear the safety footwear while at work and will use the footwear only in the performance of their duties at the Hospital.

- 33:05** Replacement as necessary will occur where safety shoes are damaged due to work conditions. Replacement value will be determined at management's discretion however the minimum value will be prorated based on the purchase date of the employee footwear.
- 33:06** The Employer shall pay for the cost of replacing an employee's safety glasses when such glasses are broken or damaged while at work.

Article 34 Health Program

- 34:01** A medical examination and/or medical certificate or report required by the Hospital shall be provided at the expense of the Hospital on the Hospital premises by a Hospital physician or by a physician of the employee's choice, in which case, the expense will be that of the employee.
- 34:02** Time off without loss of basic pay shall be allowed at a time determined by the Hospital for such medical examinations and laboratory tests.

Article 35 Proration of Benefits

- 35:01** Vacation/Recognized holidays/Income Protection/Compassionate Leave or any other leaves with pay.

With reference to the above benefits, the paid time off that an employee receives under the twelve (12) hour shift schedule pattern is to correspond exactly in hours to the paid time off on a seven and three-quarter (7.75) hour shift pattern. A full-time employee required to work on a Recognized Holiday shall be paid for hours worked at the rate of two (2) times his/her basic pay and, in addition, shall receive seven and three-quarter (7.75) hours off at his/her basic rate of pay. Upon request the Employer may provide pay in lieu of time off.

Article 36 Storm/Disaster Pay

- 36:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, as declared by Environment Canada, or

the Employer, or due to road closures as declared by the police agencies or the Department of Highways staff shall not be paid for such work missed, however, on written request he/she will be allowed to use banked time in lieu of overtime, banked general holiday or vacation time.

Article 37 Monitoring

37:01 Closed circuit televisions will be used for security purposes only.

Article 38 Harassment/Discrimination

38:01 It is agreed that there shall be no discrimination against any employee by the Employer or the Union based on:

- 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 non-membership or activity in the Union

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

38:02 The Hospital and the Union agree that no form of sexual or workplace harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and resolving such problems

should they arise. Situations involving such harassment shall be treated in strict confidence by both the Hospital and the Union.

38:03 It is agreed that there shall be no discrimination, interference, restriction, harassment or coercion knowingly exercised or practised by the Employer, the Union, or any employee by reason of:

- 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 non-membership or activity in the Union

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

Article 39 Posting of Positions

39:01 (a) The Hospital shall post notices for all vacant permanent full-time, part-time or term positions, within the bargaining unit, which are to be vacant in excess of ninety (90) calendar days, for a minimum of seven (7) calendar days. All posted notices shall include the date of the posting, the classification, a summary of the job duties, the required qualifications, the current hours of work, the rate of pay, the yearly hours and the closing date of the posting. The name of the successful

applicant will be posted on the bulletin board for a period of three (3) calendar days.

- (b) Where a term employee has completed his term of employment, he shall be returned to his former position at the rate of pay for his original position that he would be paid if he had never held the term position. All other term employees shall be reverted to their former positions as required. Where any term employee had been hired from outside the bargaining unit, Article 5:06(g) shall apply.

39:02 The Employer will copy both the Local President and Union Staff Representative on all job postings and the names of all successful applicants.

Article 40 Responsibility Pay

40:01 The following allowance will be paid in recognition of Shift Engineers assuming responsibilities normally performed by the Chief Engineer.

40:02 Effective April 1, 2010, Shift Engineers will receive an allowance of seventy cents (\$0.70) an hour for all hours worked on the following shifts:

- (a) Evening Shifts - Monday through Friday.
- (b) Night Shifts - Monday through Friday.
- (c) Day, Evening, and Night Shifts - Saturdays, Sundays, and Recognized Holidays.

40:03 Where a recognized holiday falls on a Saturday and/or Sunday, seventy cents (\$0.70) per hour effective April 1, 2010, worked will apply once and will not be applied in a pyramiding fashion.

Article 41 Overpayments

41:01 The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error

has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from date of discovery, provided:

- (a) Once the error is discovered, notice and a detailed breakdown of the error is given by the Employer to the affected employee and the Union as soon as practicable;
- (b) The proposed recovery is made in as fair and reasonable a manner as possible, and;
- (c) The proposed recovery is made over a period of time which is no less than the period during which the overpayment was made unless otherwise agreed between the Employer and employee.

In the event the employee retires from, or leaves the employ of, the Employer before the Employer is able to fully recover an overpayment as contemplated in this Article, the Employer shall be entitled to make a full recovery at the time of retirement or termination of employment of that employee and reduce accordingly any payments that might be owing to that employee to recover the overpayment.

Memorandum of Understanding

between

Victoria General Hospital

and

Manitoba Government and General Employees' Union

Re: Physical Plant

Re: Staff Mobility within the Nine Facilities of the WRHA System

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 health care 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 number of staff wish to move, staff will be selected based on mobility

seniority. Where an insufficient number of staff by classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable collective agreement(s).

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

- (ii) Employees who are transferred in accordance with this Memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- (iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plan.
- (iv) No new probation/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 sixty (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) reserves 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 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 (i.e. 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 twenty (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 ten (10) calendar days refer the matter(s) to arbitration.

The parties to the dispute shall select a mutually agreed Arbitrator within ten (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.

Memorandum of Understanding

between

Victoria General Hospital

and

Manitoba Government and General Employees' Union

*Supplementary to the Memorandum of Understanding
Re: Staff Mobility Within the Nine Facilities of the WRHA System*

Re: Physical Plant

The Parties agree that for the purposes of implementing the Memorandum of Understanding Regarding Staff Mobility Within the Nine Facilities of the WRHA System, interpretation shall be as follows:

It is agreed that should it be necessary to transfer employees with program from one facility to another in accordance with the provisions of Article 5 (A) the Employer shall endeavour to the greatest degree possible, to transfer such employee into a position which is within .2 of the EFT of the position occupied by the employee at the sending facility.

It is further agreed that should it be necessary to temporarily transfer employees from one facility to another, in accordance with Article 5 (B), as much notice as possible shall be provided to such employee. Should the temporary transfer be required during the course of a scheduled shift, travel time from the sending to the receiving facility shall be considered time worked.

It is further agreed that periods of orientation in Article 5(A)(iii) and 5(B)(v) shall be considered time worked.

Further, the parties agree that for the purposes of implementing the above, the following shall apply:

- (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.
 - (a) In any emergency or disaster, employees are required to perform duties as assigned notwithstanding any contrary provision in the Agreement.
 - (b) For purposes of this Memorandum, emergencies will be those situations which directly affect the safety or well-being of patients in the Facility.
 - (c) In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local by the Chief Executive Officer.
- (3)
 - (a) Orientation for employee(s) transferring with programs shall be provided in accordance with Section 5(A)(iii) of the Mobility Agreement and shall take into consideration the individual needs of the transferring employee.
 - (b) Orientation for employee(s) temporarily transferring to another facility in accordance with the provisions of Section 5(B) of the Mobility Agreement and Section #2 of this Memorandum (above), shall be provided in accordance with 5(A)(iii) of the Mobility Agreement, if reasonably possible.
- (4)
 - (a) It is agreed that 5(A)(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) The statement re: “personal transportation” in the Memorandum of Interpretation re: Staff Mobility will be expanded to include the following:

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 based on the prevailing Province of Manitoba mileage rates in accordance with the following formula, 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.

Distance (in kilometres) from the employee’s home to the “receiving facility” minus the distance (in kilometres) from the employee’s home to the “sending facility”.

Memorandum of Agreement

between

**Victoria General Hospital
Physical Plant**

and

Manitoba Government and General Employees' Union

Re: Physical Plant

The parties agree that a joint working group will agree to meet within two (2) months of the signing of the Collective Agreement. This meeting will be to review standardization issues with other healthcare trade's collective agreements.

Signed this 15th day of November, 2018.

[Signature]
On behalf of Victoria General Hospital

[Signature: Darlene Tremblay]
On behalf of Manitoba Government
and General Employees' Union

On behalf of Victoria General Hospital

[Signature]
On behalf of Manitoba Government
and General Employees' Union

On behalf of Victoria General Hospital

[Signature: Scott Ziegler]
On behalf of Manitoba Government
and General Employees' Union

Memorandum of Understanding

between

**Victoria General Hospital
Physical Plant**

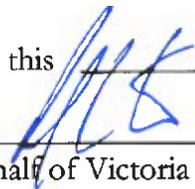
and

Manitoba Government and General Employees' Union

Re: Pension or Benefit Plan Improvement

During the term of the 2012 to 2016 Collective Agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the facility trade union will also receive the same enhancements at the same time.

Signed this 8th day of November, 2018.

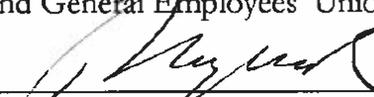


On behalf of Victoria General Hospital



On behalf of Manitoba Government
and General Employees' Union

On behalf of Victoria General Hospital



On behalf of Manitoba Government
and General Employees' Union

On behalf of Victoria General Hospital



On behalf of Manitoba Government
and General Employees' Union

Schedule "A" - Wages

Effective April 1, 2016: 2% Increase

Effective April 1, 2017: 0%

Effective April 1, 2018: 0%

Retroactive Pay

Retroactivity will be paid on all hours to all employees working during the retroactivity period. Staff who do not currently work for the hospital are required to request such retroactivity in writing no later than sixty (60) days following ratification. Retroactive pay will be made on a separate cheque.

The parties hereby agree that during the term of the 2012 to 2106 Collective Agreement, that if any classifications within this Agreement are provided a market adjustment under another health care union agreement, that such market adjustments will apply to those identical classifications under this Agreement on the same effective date.

Long Service Step

Employees shall be eligible for the Long Service Step identified in the Salary Schedule upon completion of the following:

- (a) Effective October 1, 2014 a Long Service Step equivalent to two percent (2%) shall be added to the Salary Schedule. Employees shall be eligible for the Long Service Step identified in the Salary Schedule upon completion of the following:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.

- (b) Employees who do not meet the above criteria on October 1, 2014 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined above.

Note: For the purpose of (a) and (b), continuous service shall be calculated based on calendar years of service.

Salary Schedule

Effective: April 1, 2016

General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Engineer (2nd Class)	2nd Class Power Engineer	2080	Hourly	36.406	36.586	36.751	37.208	37.952
			Monthly	6,310.37	6,341.57	6,370.17	6,449.39	6,578.35
			Annual	75,724.48	76,098.88	76,442.08	77,392.64	78,940.16
Electronics Technologist	Biomedical Technologist	2015	Hourly	34.751	34.928	35.089	35.539	36.250
			Monthly	5,835.27	5,864.99	5,892.03	5,967.59	6,086.98
			Annual	70,023.27	70,379.92	70,704.34	71,611.09	73,043.75
Electrician	Electrician	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Plumber / Steamfitter	Plumber	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Machinist	Millwright	2080	Hourly	31.995	32.161	32.326	33.750	34.425
			Monthly	5,545.80	5,574.57	5,603.17	5,850.00	5,967.00
			Annual	66,549.60	66,894.88	67,238.08	70,200.00	71,604.00
Engineer (3rd Class)	3rd Class Power Engineer	2080	Hourly	31.041	31.212	31.367	31.967	32.606
			Monthly	5,380.44	5,410.08	5,436.95	5,540.95	5,651.71
			Annual	64,565.28	64,920.96	65,243.36	66,491.36	67,820.48
Carpenter / Locksmith	Sheet Metal Worker	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Carpenter / Locksmith	Carpenter	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76
Painter	Painter	2080	Hourly	28.447	28.604	28.762	28.936	29.515
			Monthly	4,930.81	4,958.03	4,985.41	5,015.57	5,115.93
			Annual	59,169.76	59,496.32	59,824.96	60,186.88	61,391.20
Painter	Painter II	2080	Hourly	30.323	30.485	30.646	30.950	31.569
			Monthly	5,255.99	5,284.07	5,311.97	5,364.67	5,471.96
			Annual	63,071.84	63,408.80	63,743.68	64,376.00	65,663.52
Maintenance Mechanic	Maintenance Mechanic	2080	Hourly	28.033	28.194	28.354	30.001	30.602
			Monthly	4,859.05	4,886.96	4,914.69	5,200.17	5,304.35
			Annual	58,308.64	58,643.52	58,976.32	62,402.08	63,652.16
Trades Helper	Trades Helper	2080	Hourly	20.279	20.702	21.184	22.603	23.055
			Monthly	3,515.03	3,588.35	3,671.89	3,917.85	3,996.20
			Annual	42,180.32	43,060.16	44,062.72	47,014.24	47,954.40

Effective: April 1, 2017

General Increase 0.0%

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Engineer (2nd Class)	2nd Class Power Engineer	2080	Hourly	36.406	36.586	36.751	37.208	37.952
			Monthly	6,310.37	6,341.57	6,370.17	6,449.39	6,578.35
			Annual	75,724.48	76,098.88	76,442.08	77,392.64	78,940.16
Electronics Technologist	Biomedical Technologist	2015	Hourly	34.751	34.928	35.089	35.539	36.250
			Monthly	5,835.27	5,864.99	5,892.03	5,967.59	6,086.98
			Annual	70,023.27	70,379.92	70,704.34	71,611.09	73,043.75
Electrician	Electrician	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Plumber / Steamfitter	Plumber	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Machinist	Millwright	2080	Hourly	31.995	32.161	32.326	33.750	34.425
			Monthly	5,545.80	5,574.57	5,603.17	5,850.00	5,967.00
			Annual	66,549.60	66,894.88	67,238.08	70,200.00	71,604.00
Engineer (3rd Class)	3rd Class Power Engineer	2080	Hourly	31.041	31.212	31.367	31.967	32.606
			Monthly	5,380.44	5,410.08	5,436.95	5,540.95	5,651.71
			Annual	64,565.28	64,920.96	65,243.36	66,491.36	67,820.48
Carpenter / Locksmith	Sheet Metal Worker	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Carpenter / Locksmith	Carpenter	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76
Painter	Painter	2080	Hourly	28.447	28.604	28.762	28.936	29.515
			Monthly	4,930.81	4,958.03	4,985.41	5,015.57	5,115.93
			Annual	59,169.76	59,496.32	59,824.96	60,186.88	61,391.20
Painter	Painter II	2080	Hourly	30.323	30.485	30.646	30.950	31.569
			Monthly	5,255.99	5,284.07	5,311.97	5,364.67	5,471.96
			Annual	63,071.84	63,408.80	63,743.68	64,376.00	65,663.52
Maintenance Mechanic	Maintenance Mechanic	2080	Hourly	28.033	28.194	28.354	30.001	30.602
			Monthly	4,859.05	4,886.96	4,914.69	5,200.17	5,304.35
			Annual	58,308.64	58,643.52	58,976.32	62,402.08	63,652.16
Trades Helper	Trades Helper	2080	Hourly	20.279	20.702	21.184	22.603	23.055
			Monthly	3,515.03	3,588.35	3,671.89	3,917.85	3,996.20
			Annual	42,180.32	43,060.16	44,062.72	47,014.24	47,954.40

Effective: April 1, 2018

General Increase 0.0%

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Engineer (2nd Class)	2nd Class Power Engineer	2080	Hourly	36.406	36.586	36.751	37.208	37.952
			Monthly	6,310.37	6,341.57	6,370.17	6,449.39	6,578.35
			Annual	75,724.48	76,098.88	76,442.08	77,392.64	78,940.16
Electronics Technologist	Biomedical Technologist	2015	Hourly	34.751	34.928	35.089	35.539	36.250
			Monthly	5,835.27	5,864.99	5,892.03	5,967.59	6,086.98
			Annual	70,023.27	70,379.92	70,704.34	71,611.09	73,043.75
Electrician	Electrician	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Plumber / Steamfitter	Plumber	2080	Hourly	33.860	34.035	34.199	34.645	35.338
			Monthly	5,869.07	5,899.40	5,927.83	6,005.13	6,125.25
			Annual	70,428.80	70,792.80	71,133.92	72,061.60	73,503.04
Machinist	Millwright	2080	Hourly	31.995	32.161	32.326	33.750	34.425
			Monthly	5,545.80	5,574.57	5,603.17	5,850.00	5,967.00
			Annual	66,549.60	66,894.88	67,238.08	70,200.00	71,604.00
Engineer (3rd Class)	3rd Class Power Engineer	2080	Hourly	31.041	31.212	31.367	31.967	32.606
			Monthly	5,380.44	5,410.08	5,436.95	5,540.95	5,651.71
			Annual	64,565.28	64,920.96	65,243.36	66,491.36	67,820.48
Carpenter / Locksmith	Sheet Metal Worker	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76

Occupational Group	Employer Classification	Annual Hours		Start	Year 1	Year 2	Year 3	Year 20
Carpenter / Locksmith	Carpenter	2080	Hourly	30.323	30.485	30.646	30.806	31.422
			Monthly	5,255.99	5,284.07	5,311.97	5,339.71	5,446.48
			Annual	63,071.84	63,408.80	63,743.68	64,076.48	65,357.76
Painter	Painter	2080	Hourly	28.447	28.604	28.762	28.936	29.515
			Monthly	4,930.81	4,958.03	4,985.41	5,015.57	5,115.93
			Annual	59,169.76	59,496.32	59,824.96	60,186.88	61,391.20
Painter	Painter II	2080	Hourly	30.323	30.485	30.646	30.950	31.569
			Monthly	5,255.99	5,284.07	5,311.97	5,364.67	5,471.96
			Annual	63,071.84	63,408.80	63,743.68	64,376.00	65,663.52
Maintenance Mechanic	Maintenance Mechanic	2080	Hourly	28.033	28.194	28.354	30.001	30.602
			Monthly	4,859.05	4,886.96	4,914.69	5,200.17	5,304.35
			Annual	58,308.64	58,643.52	58,976.32	62,402.08	63,652.16
Trades Helper	Trades Helper	2080	Hourly	20.279	20.702	21.184	22.603	23.055
			Monthly	3,515.03	3,588.35	3,671.89	3,917.85	3,996.20
			Annual	42,180.32	43,060.16	44,062.72	47,014.24	47,954.40