

COLLECTIVE AGREEMENT

BETWEEN

THE REHABILITATION CENTRE FOR CHILDREN

AND

**THE INTERNATIONAL UNION OF OPERATING
ENGINEERS,
LOCAL 987**

APRIL 1, 2016 TO MARCH 31, 2019



TABLE OF CONTENTS

Page No.

PREAMBLE:	1
ARTICLE 1 - SCOPE OF RECOGNITION	1
ARTICLE 2 - DURATION OF COLLECTIVE AGREEMENT	1
ARTICLE 3 - MANAGEMENT RIGHTS.....	2
ARTICLE 4 - UNION SECURITY	2
ARTICLE 5 - UNION REPRESENTATION.....	3
ARTICLE 6 - NON-DISCRIMINATION	4
ARTICLE 7 - DEFINITIONS	4
ARTICLE 8 - BULLETIN BOARDS.....	6
ARTICLE 9 - JOB CLASSIFICATION.....	6
ARTICLE 10 - GRIEVANCE PROCEDURE	7
ARTICLE 11 - ARBITRATION PROCEDURE	8
ARTICLE 12 - SENIORITY.....	9
ARTICLE 13 - INCOME PROTECTION	13
ARTICLE 14 - VACATION.....	17
ARTICLE 15 - GENERAL HOLIDAYS.....	18
ARTICLE 16 - LEAVE OF ABSENCE	19
ARTICLE 17 - HOURS OF WORK & SHIFTS.....	23
ARTICLE 18 - OVERTIME, STANDBY AND CALL BACK.....	24
ARTICLE 19 - TRANSPORTATION ALLOWANCE	27
ARTICLE 20 - SUB-CONTRACTING OUT.....	27
ARTICLE 21 - DISCIPLINARY PROCEDURE.....	27
ARTICLE 23 - STAFF/MANAGEMENT COMMITTEE	29
ARTICLE 24 - PRE-RETIREMENT LEAVE	29
ARTICLE 25 - SALARIES	29
ARTICLE 26 - UNIFORMS.....	30
ARTICLE 27 - SAFETY EQUIPMENT	31
ARTICLE 28 - LOSS OF TOOLS	31
ARTICLE 29 - TEMPORARY ASSIGNMENT OF DUTIES	32
ARTICLE 30 - GROUP BENEFITS	32
ARTICLE 31 - TERMINATION OF EMPLOYMENT.....	33
ARTICLE 32 - COMPASSIONATE CARE LEAVE.....	34
SCHEDULE "A"	35
APPENDEX "A".....	36
LETTER OF UNDERSTANDING RE: ARTICLE 9.....	38
LETTER OF UNDERSTANDING RE: VACATION SENIORITY	39
LETTER OF UNDERSTANDING RE: ARTICLE 2401.....	40
LETTER OF UNDERSTANDING RE: STAND – BY, TEMPORARY TRANSFER – CASUAL EMPLOYEES.....	41
LETTER OF UNDERSTANDING RE: CASUAL EMPLOYEES.....	42
LETTER OF UNDERSTANDING RE: Maintenance of Licences/Qualifications	43
MEMORANDUM OF UNDERSTANDING RE: JOINT MARKET ADJUSTMENT FUND	44
LETTER OF UNDERSTANDING ON REDEPLOYMENT PRINCIPLES.....	46
PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES.....	51
APPENDIX "B" - PARTICIPATING UNIONS.....	54

PREAMBLE: Whereas the employer and the Union desire to:

- a) Promote cooperation and understanding between the Employer and its' employees, and;
- b) Recognize the mutual value of joint discussion and negotiations of matters pertaining to working conditions, benefits and terms of employment including occupational health and safety, and;
- c) Encourage efficiency of operation, and;
- d) Promote the morale, well-being and security of members of the bargaining unit represented by the Union.

The Employer and Union agree to use and share compatible electronic word documents for negotiation exchanges and collective agreement related proofing and finalizing.

Now therefore, in consideration of the covenants herein contained, the Employer and the Union agree with each other as follows:

ARTICLE 1 - SCOPE OF RECOGNITION

- 101 The Employer recognizes the Union as the sole collective bargaining agency for employees in the bargaining unit defined in the Manitoba Labour Board Certification No. MLB 5886.
- 102 New classifications, created during the term of the Agreement and coming within the scope of the bargaining unit as defined shall be added to Appendix "A".

ARTICLE 2 - DURATION OF COLLECTIVE AGREEMENT

- 201 This Agreement shall be in full force and effect April 1, **2016** until the thirty-first day of March, **2019**. The provisions of this Agreement shall continue in effect following the expiry date or until replaced by a new Agreement or until the declaration of a strike or lockout, whichever occurs first.
- 202 This Agreement may be amended during its term by mutual agreement.
- 203 Should either party to this Agreement desire to amend or terminate the Agreement, or to negotiate a new Agreement, such party shall notify the other party in writing, of its intention, not more than ninety (90) days and not less than forty-five (45) days prior to the expiration date hereof.
- 204 If notice is not given under Article 203, within forty-five (45) days prior to the expiration date of the Agreement, this Agreement shall be renewed without change for a further period of one (1) year.

ARTICLE 3 - MANAGEMENT RIGHTS

- 301 Except as in this Agreement otherwise expressly provided, it is acknowledged that the Employer has the right, responsibility and authority to manage, operate, and generally regulate the facility and its affairs and functions.
- 302 The Employer agrees to exercise its management rights and terms of this Agreement in a consistent, equitable, and non-discriminatory manner, including measures for just cause in matters of discipline and discharge.

ARTICLE 4 - UNION SECURITY

- 401 All employees shall as a condition of employment, become and remain members in good standing in the Union.
- 402 The Employer agrees to deduct from the pay of each employee in the bargaining unit the current monthly union dues, and/or assessments levied in accordance with written instructions from the Union.
- 403 The Employer will remit to the Union monthly any monies deducted, along with a list of employees from whom deductions have been made.
- 404 The Union shall notify the Employer in writing of any change in the amount of dues at least one month prior to the effective date of the change.
- 405 The Employer shall provide the Union with the names of all employees in the bargaining unit hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees in the bargaining unit who have terminated with the Employer, for whatever reason, and their classification.
- 406 The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.
- 407 The Union shall save the Employer harmless from any claims from employees covered by this Agreement as a result of Union dues and/or assessments having been collected in accordance with the terms of this Article.
- 408 Neither the employer nor the employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 409 Supervisors and/or foremen and other employees of the Employer whose jobs are not classified within the bargaining unit shall not work on a recurring basis on jobs which have been determined as being within the bargaining unit except in cases of training or emergency or where there is mutual agreement between the majority of the employees and the employer to do so. The parties agree that past practice, effective October 16, 2002 shall be deemed to have received mutual agreement.
- 410 No employee of this bargaining unit shall do the work of a supervisor outside of the bargaining unit.

411 In the event that the horsepower rating of the plant, as defined in the Power Engineers Act of Manitoba, is lowered, the incumbent Engineers will be grandfathered in their existing classification. Position descriptions for these incumbent engineers will be updated as part of this process in accordance with Article 9 of the Collective Agreement and will include relevant duties which shall be enabled by the lowered rating of the plant.

ARTICLE 5 - UNION REPRESENTATION

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

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

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

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

- a) In the case of a grievance, the grievor(s) and one (1) representative.
- b) In the case of local negotiations toward a collective agreement, including conciliation, mediation or arbitration, one (1) representative.
- c) In the case of central negotiations toward a collective agreement, including conciliation, mediation or arbitration, maximum representation shall be as follows: one (1) Orthotic/Prosthetic Technician.
- d) Employees whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.

503 The Business Representative of the Union shall be permitted to meet with an employee during his working hours upon notification to the Employer, and be given access to the Employer's premises at a time mutually agreed, with the understanding that:

- a) the Union will take into account the legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted; and

- b) the Employer will take into account the legitimate interest of the Certified Bargaining Agent in facilitating communication between its representatives and employees in the unit at the workplace.

ARTICLE 6 - NON-DISCRIMINATION

- 601 It is agreed that there shall be no discrimination, interference, restriction, harassment or coercion knowingly exercised or practiced by the Employer, the Union, or any employee by reason of:
- ancestry, including color and perceived race
 - ethnic background or origin
 - age
 - nationality or national origin
 - political belief, association or activity
 - religion or creed
 - sex, including pregnancy
 - marital status or family status
 - sexual orientation
 - physical or mental disability
 - place of residence
 - membership or activity in the union,
- except as may be allowed under the Manitoba Human Rights Code.
- 602 The Employer, the Union and the employee agree that no form of harassment shall be condoned in the workplace and it is further agreed that all parties will work together in recognizing and dealing with such problems should they arise. Situations involving harassment shall be treated in strict confidence by both all parties.

ARTICLE 7 - DEFINITIONS

- 701 An "employee" is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.
- 702 A "full-time" employee is one who regularly works the full prescribed hours of work specified in Article 17.
- 703 A "part-time" employee is one who regularly works less than full time hours, but not less than one (1) shift per bi-weekly period.
- 704 a) A "term position" shall be for a specific 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 one (1) year. This period may be extended if the Employer so requests and the Union agrees.

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

- (b) An "indefinite term" employee is one hired solely for the replacement of an ill or injured employee where the duration of the employee's absence is unknown.

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

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

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

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

- c) No employee shall be laid-off and re-employed for the purpose of extending the period of temporary employment.
- d) A temporary employee is entitled to all provisions of the Collective Agreement unless otherwise specified.
- e) When the term for which a temporary employee has been hired ends, the employee will remain on the Employer's records after termination for an additional six (6) month period of time. If during such six (6) months another temporary position for which the individual in question has the necessary qualifications and training comes up; he would be given the offer of first refusal for that position, subject to the seniority of other employees of the bargaining unit.

If a "temporary" employee is recalled in this fashion, his second term of employment shall not exceed six (6) months unless otherwise mutually agreed between the Employer and the Union. If recalled, a "temporary" employee shall retain his temporary seniority accrued during his first term for purposes of income protection accrual and utilization.

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

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

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

- 706 A "biweekly period" shall mean the two (2) calendar weeks constituting a pay period.
- 707 Where the context so requires, masculine and feminine genders, and singular and plural numbers shall be considered interchangeable.
- 708 "Weekend" denotes Saturday and Sunday.
- 709 In the event a term position is posted as a result of a maternity or parental leave of absence, the job posting shall state the following:

"This is a term position which may expire sooner than indicated, subject to a minimum notice of two (2) weeks or one pay period, whichever is longer."
- 710 In any instance where the Union is to be notified, the Union shall mean the business manager or designate of the certified bargaining agency for the employees as defined in the Manitoba Labour Board Certification.

ARTICLE 8 - BULLETIN BOARDS

- 801 The Union shall be allowed to use the existing bulletin board located in the appropriate department.
- 802 The Union agrees to comply with any reasonable request to remove posted material on the grounds that it is damaging to the Employer.

ARTICLE 9 - JOB CLASSIFICATION

- 901 In the event that the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. The term "preferred" in a job description, or job posting, will not be deemed to be a necessary or required qualification for that job.
- 902 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.
- 903 If the Union files a written objection, then the parties hereto shall commence negotiations forthwith, and attempt to reach agreement as to the appropriate salary range.
- 904 Failing agreement, the matter may be referred to Arbitration in accordance with Article 11.
- 905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, retroactivity for such adjustment shall be no later than the date the reclassification request was submitted unless otherwise agreed between the Employer and the Union.

- 906 At any time after an employee has been in a classification for three months, he shall have the right to request a review of his classification if he feels that the duties of the job have changed from those of the classification job description.
- 907 The Employer will examine the duties of the employee, compare them with the job description, and give a decision as to the validity of the request.
- 908 If the decision in Article 907 is not satisfactory to the employee, he may treat this request for change in classification as a grievance as laid out in Article 10.
- 909 Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.
- 910 A revision to an existing job description to reflect more accurately the job content of any classification shall not constitute prima facie evidence of a substantial change in job content.
- 911 The Employer agrees that all employees in all classifications not possessing the required secondary education, for example Grade XII, will be deemed to possess the equivalent secondary education **while working in their current classification and site**. This is applicable to all employees on staff on date of signing of this Agreement.
- 912 No employee shall lose employment or be laid off as a result of a change to the qualifications required in a job description, except where changes to qualifications are required by law.

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

ARTICLE 10 - GRIEVANCE PROCEDURE

- 1001 A "grievance" shall mean any dispute between an employee, group of employees or the Union and the Employer regarding the interpretation, application or alleged violation of this Agreement.
- 1002 For the purposes of determining lengths of time in the following grievance and arbitration procedures, Saturdays, Sundays and General Holidays are excluded.
- 1003 Unless dismissed or suspended by the Employer, an employee shall continue to work in accordance with this Agreement until such time as the controversy is settled between the representatives of the Employer and the Union.
- 1004 At each step of the grievance procedure, the grievant may elect to be represented or accompanied by one or more Union representatives.
- 1005 **Step 1**
Within fourteen (14) calendar days after the cause of a grievance manifests itself, the grievant shall attempt to resolve the dispute with his immediate supervisor outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) days of return.

- 1006 **Step 2**
If the grievance is submitted but not resolved within the time period stipulated in Article 1006, the grievant and/or Union representative may, within the ensuing seven (7) calendar days submit the grievance in writing to the appropriate Department Head or designee stating allegations and redress sought.
- 1007 **Step 3**
Failing settlement of the grievance within seven (7) calendar days after submission under Article 1007, the Union may refer that matter to the Executive Director, Human Resources, or designee, within a further ensuing seven (7) calendar days.
- 1008 The Executive Director, Human Resources, or designee, shall present a written decision to the Union within seven (7) calendar days after receiving the grievance. If the dispute is not resolved by this decision the Union and/or Employer may refer the matter to Arbitration by serving written notice to the other party of its intention within seven (7) calendar days thereafter.
- 1009 A grievance concerning general application or interpretation of the Agreement, including the question of whether a matter falls within the scope of this Agreement or which affects a group of employees or the Union, may be referred directly to the Executive Director, or designee, by the Shop Steward or delegate.
- 1010 A grievance arising from a dismissal may be initiated at the Executive Director level.

ARTICLE 11 - ARBITRATION PROCEDURE

- 1101 In the event that a grievance or a dispute involving the application, interpretation or administration of this Agreement is not settled through the grievance procedure, such matter shall be the subject of Arbitration in accordance with the procedure set out hereunder.
- 1102 Either party, within ten (10) calendar days of receipt of a final decision by the other party, may give notice of its intention to submit the dispute to Arbitration.
- 1103 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a single Arbitrator, the notice referred to in Article 1102 shall so state.
- a) Where the party who receives the notice accepts the request for a single Arbitrator, the parties will attempt to reach agreement on the selection of a single Arbitrator within ten (10) calendar days.
 - b) Where the party who receives the notice rejects the request for a single Arbitrator or where the parties have failed to reach agreement on the selection of a single Arbitrator within ten (10) calendar days, either party may submit the name of its appointee to a Board of Arbitration to the other party, in accordance with Articles 1104, 1105, 1106 of this Agreement within ten (10) calendar days.
 - c) Where the parties have agreed to a single Arbitrator, the single Arbitrator shall be considered to be an Arbitration Board for purposes of this Agreement.
- 1104 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a three person Board, the notice referred to in Article 1102 shall contain the first party's appointee to the Arbitration Board.

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

ARTICLE 12 - SENIORITY

- 1201 Seniority shall be defined as the length of an employee's service since the last date on which he commenced work for the Employer within the Bargaining Unit.
- 1202 Seniority will terminate if an employee:
- a) resigns;
 - b) is discharged for cause and not reinstated under the grievance procedure;
 - c) is laid off for more than thirty-six (36) months;
 - d) fails to report for duty within fourteen (14) calendar days after notification to do so by registered letter to his last known address;
 - e) fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without reasonable explanation;

- f) is promoted out of the bargaining unit and completes the necessary trial or probationary period.

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

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

1204 Seniority will continue to accrue if an employee:

- a) is on any period of paid leave of absence;
- b) is on any period of paid income protection;
- c) is on any period of paid vacation;
- d) is on any period of Workers' Compensation;
- e) is on layoff of eighteen (18) weeks or less;
- f) is on any period of unpaid leave of absence up to four (4) weeks;
- g) Is on any period of M.P.I. compensation.

1205 Seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year of benefits such as vacation and income protection is based strictly on regular paid hours including any period of:

- a) paid leave of absence;
- b) paid income protection;
- c) unpaid leave of absences up to four (4) weeks. (In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave);
- d) Workers' Compensation up to one (1) year in that appropriate time period.

Vacation accrued but not utilized prior to the period of Workers' Compensation shall be maintained by the employee for use upon return to normal duties.

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

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

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

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

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

1210 **LAYOFF AND RECALL**

LAYOFF

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

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

RECALL

- a) To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of his current address. The Employer shall maintain a recall list for a period up to a maximum of thirty-six (36) months.
- b) Employees shall be recalled in order of their seniority where jobs become available provided he has the necessary qualifications to perform the work following an instruction period which only may be necessary if the employee takes a position other than the position he was laid off from.

- c) The Employer shall give notice of recall by Registered Mail to the employee's recorded address as in a) above and to the Union. The employee must notify the Employer of his intention to return to work within three (3) working days from receipt of the Registered Letter.
- d) An employee recalled for duty must be prepared to report for duty within fourteen (14) calendar days after notifying the Employer of his intent to return to work.
- e) An employee shall have the right to return to his former occupational group and classification before a new employee is hired into it or any other less senior employee is hired into it. An employee who fails to exercise the aforementioned right shall lose all seniority rights to the appropriate occupational group of his former classification in which he refused recall.
- f) A laid off employee's right to be recalled under this Collective Agreement will be terminated under the following circumstances:
 - i) If he did not communicate with the Employer as specified in c) above, or;
 - ii) if the employee did not report to work when called by the Employer, within the time limits above unless for reasons of illness for which a Doctor's certificate will be required, or;
 - iii) a thirty–six (36) month period has elapsed since the initial date of layoff.

PROMOTIONS & TRANSFERS

- 1211 a) All promotions and voluntary transfers are subject to a three month trial period unless the Employer requests an extension of the trial period and the Union agrees. This request, stating specific reasons for the extension, shall be made in writing not later than two (2) weeks prior to the end of the trial period and the Union shall reply to this request within one (1) week thereafter.
- b) During this trial period, the promoted or transferred employee, upon written application, may revert to his former classification or service, or may be returned to his former position by the Employer, without loss of benefits accrued prior to and during the trial promotion or transfer.

The return to his former classification, service, or position shall be arranged no later than 1 full pay period from the date of the written request, or sooner if mutually agreed.
- 1212 Upon promotion, an employee shall receive a salary applicable to his new classification which provides an increase above his former salary.
- 1213 The date of promotion will become an employee's anniversary date for salary increment purposes.
- 1214 The Employer agrees to post notices on Orthotic/Prosthetic Department bulletin boards, for all vacancies within the scope of this Agreement, stating required qualifications, for a period of not less than seven (7) calendar days.
- 1215 This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.

- 1216 Provided that applicants are equally qualified, preferential consideration shall be given to present employees of the Employer.
- 1217 Each employee who applies for a posted vacancy will be notified in writing of the disposition of his application.

TRAINING

- 1218 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1219 Upon written application by the employee to the Department Head, necessary time off, and subsidies for tuition, registration fees, supplies and travel and living allowances may be granted to employees to attend educational and training programs which are relevant to his employment at the Facility. The Department Head will make available information and technical data with respect to educational and training programs that an employee may apply for.

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

ARTICLE 13 - INCOME PROTECTION

- 1301 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness, for which compensation is not payable under Workers' Compensation Act, shall be entitled to his regular basic pay to the extent that he has accumulated income protection credits subject to the following conditions.
- 1302 The Centre agrees to recognize income protection credits accumulated prior to the signing of this Agreement.
- 1303 Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 1/4) days per month.
- 1304 **Income protection for a part-time employee shall be calculated as follows:**

Average bi-weekly hours of <u>part-time employee</u>	X	Entitlement of a full-time employee
Full-time bi-weekly hours		

- 1305 Income protection credits will accumulate on the same basis as seniority under Article 12.
- 1306 No employees shall be permitted to utilise income protection benefits during the probationary period.
- 1307 Of each one and one-quarter days of income protection credits earned, one day shall be reserved exclusively for the employee's personal use as specified in this Article. The remaining one-quarter of a day shall be reserved for either the employee's use or for use in the event of an illness or injury of an employee's spouse, dependent child, or parent. Travel to and

attendance at urgent or critical medical appointments or treatments with a spouse, dependent child or parent also apply. Requests for leave shall not be unreasonably denied. The Employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

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

1308 An employee who will be absent due to illness or injury must inform his Department Head, or designee, prior to commencement of his next scheduled shift, or as soon as reasonably possible thereafter.

1309 The Employer reserves the right to require a certificate from a qualified medical practitioner as proof of the employee's fitness to return to work, or to determine the approximate length of the illness, or in the case of suspected abuse, as proof of illness in regard to any claim for income protection. Failure to provide such a certificate when requested may disqualify an employee from receiving income protection benefits. A certificate from a qualified medical practitioner will not be requested in an arbitrary manner.

The Employer reserves the right to appoint another qualified medical practitioner to examine the employee, in order to determine the extent and severity of the illness and to determine if an adequate program of treatment is being followed. The aforementioned right will not be exercised in an arbitrary manner and the Employer will pay any costs related to this examination charged by the qualified medical practitioner.

1310 The parties agree to work together in the review of income protection in order to ensure that it is utilized in accordance with this Collective Agreement.

1311 If an employee is to be absent due to illness for a period exceeding his income protection credits, including EI, he must request, or cause someone on his behalf to request a leave of absence in writing within ten (10) days of his last paid day of income protection, in which the length of leave is stated. In such cases, an employee, other than probationary, will be granted an unpaid leave of absence of up to one (1) year beyond his income protection credits. A medical certificate will be required. Upon return to work the employee shall be placed in his former position, provided the position is still current and provided the employee is capable of performing the required functions. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return.

1312 **WORKERS' COMPENSATION**

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

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 (W.C.B.). Workers' Compensation payment will be paid directly to the employee by W.C.B.

Advance Payment

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

Supplement

- a) When an employee is in receipt of Workers' Compensation Benefits, the Employer agrees to provide a net supplement so that the sum of such net supplement and the Workers' Compensation net payment will equal the employee's regular net salary.
- b) By application from the employee, the Employer will supplement the award made by the Workers' Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the W.C.B. payment. Such supplementation shall continue for a maximum period of one hundred and nineteen days from the first day of supplement.
- c) Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions, and any benefit plan contributions which are waived under the terms of the plan.
- d) Subject to the provision of each plan, the employee may request the Employer to 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 and 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 for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.
- e) If at any time it is decided by the Workers' Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the Workers' Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

- f) Further to this, the Facility shall notify Workers' Compensation of salary adjustments at the time they occur.
- g) The employee may request the Employer to deduct from the supplement, if sufficient, or where the employee elects to receive an advance, the contributions which would have been paid by the employee to the Pension Plan, Dental Care Plan, and the Group Life Plan. If the supplement is not sufficient, the employee may forward self payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its usual proportionate contribution to these benefit plans while the employee contributes.

Work Assessment

Where the Workers' Compensation Board recommends a work assessment period or a modified return to work period, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the W.C.B. covering all related costs.

1313 **MPIC Advance**

- a) Were an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance (M.P.I.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.
- b) Subject to (a), where an employee has applied for M.P.I. benefits and where a loss of normal salary would result while awaiting the M.P.I. decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
 - i) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 2501 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and Employment Insurance contributions.
 - ii) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the final M.P.I. 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.
- c) The employee shall reimburse the Employer by assigning sufficient M.P.I. 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 M.P.I.
- d) In the event that M.P.I. disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.

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

ARTICLE 14 - VACATION

1401 The vacation year shall be from the 1st day of April in one year to the 31st day of March the next year.

1402 An employee who has completed less than one (1) year's continuous employment as of March 31st will be granted vacation based on a percentage of hours worked. Such employee may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.

1403 An employee who has completed one (1) year's continuous employment as of March 31st will be granted three (3) weeks vacation at his basic rate of pay during the ensuing vacation year.

1404 An employee who will have completed four (4) or more years of continuous employment as of March 31st will be granted four (4) weeks vacation at his basic rate of pay during the ensuing vacation year.

1405 An employee who will have completed eleven (11) or more years of continuous employment as of March 31st will be granted five (5) weeks vacation at his basic rate of pay during the ensuing vacation year.

1406 An employee who will have completed twenty-one (21) years of continuous employment as of March 31st will be granted six (6) weeks vacation at his basic rate of pay during the ensuing vacation year.

1407 Vacation entitlement in the year of the fourth (4th), eleventh (11th) and twenty-first (21st) anniversary will be established on a pro rata basis for those employees whose anniversary occurs after March 31st.

1408 The whole of the calendar year shall be available for the taking of vacations. Vacations for two consecutive years may be taken together if approved by the Department Heads.

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

- i) A list of employees in the Department, by seniority sequence shall be posted by Management not later than January 31st of each year.
- ii) Up to and including February 28th, employees will be given an opportunity to indicate their choice of vacation time, and shall attempt to mutually agree on their vacation preference.
- iii) Where there is a conflict in vacation preference for two (2) or more employees within the same classification, seniority shall be the determining factor.
- iv) In the event that an employee does not indicate his vacation preferences prior to February 28th, he loses his seniority privileges for that vacation period only.

In the event that two or more employees fail to indicate their vacation preference by February 28th, seniority shall be the determining factor between those employees. All vacation determined by this method will have to be mutually agreed to between employee and supervisor.

- v) When an employee exercises his seniority under Article 1412, he shall be dropped to the bottom of the seniority list for preference of future vacations.
- vi) Where there is a conflict in vacation preference for two (2) or more employees within the same classification a maximum of three (3) weeks vacation may be taken at one time during the summer months (**June, July & August**).
- vii) A vacation schedule will be posted no later than March 31st of each year.

1410 An employee who terminated for any reason is entitled to pay in lieu of vacation earned but not taken; calculated as a percentage of hours worked.

1411 Partial vacation and partial vacation pay will be calculated as follows:

Fifteen (15) days per year	6% of regular paid hours
Twenty (20) days per year	8% of regular paid hours
Twenty-five (25) days per year	10% of regular paid hours
Thirty (30) days per year	12% of regular paid hours

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

1412 For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.

1413 Where an employee qualified for sick leave involving hospitalization, post-hospitalization care (if applicable) or bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date.

1414 In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e. 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the calendar year in which the anniversary date falls and are not cumulative.

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

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

ARTICLE 15 - GENERAL HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day

Victoria Day
Canada Day (July 1)
August Civic Holiday

Christmas Day
Boxing Day
Louis Riel Day

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

- 1502 An employee required to work on any of the foregoing holidays shall be paid at double time his regular rate of pay for hours worked and shall be offered an alternate day off with basic pay at a time mutually agreeable between the Employer and the employee. Failing mutual agreement, pay shall be granted in lieu.
- 1503 If a general holiday falls on an full time employee's day off, or during his annual vacation, he shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee.
- Part-time employees will be paid four point two five percent (4.25%) of their basic pay in lieu of time off on General Holidays. Such holiday pay shall be included in each regular pay cheque.
- 1504 An alternate day off in lieu of a holiday must be taken within six (6) months before or after the holiday, and no employee shall be allowed to utilize more than three (3) such days at one time.
- 1505 Failing mutual convenience of the Employer and the employee, an alternate day off may be scheduled by the Employer, or the Employer and employee may agree to payment at basic rate in lieu of an alternate day off.
- 1506 If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.
- 1507 Upon request, an employee may utilize his vacation or bank time for the purpose of taking time off for the purpose of observing a justifiable high holy day in accordance with his/her personal religious beliefs, as long as adequate notice is given in order to accommodate the scheduling of these days, and all such reserved days are used prior to the end of the vacation year.

ARTICLE 16 - LEAVE OF ABSENCE

- 1601 Except as otherwise expressly provided herein, requests for leaves of absence with or without pay, will be considered by the Employer.
- 1602 Except in emergency circumstances, all requests for leave of absence must be made in writing, specifying the reason for the leave and the proposed dates of departure and return.
- 1603 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.
- 1604 An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently 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 four (4) calendar days following the death, whichever is greater.

Bereavement Leave may be extended by up to two (2) additional days without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral.

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

- 1605 Requests for compassionate leave for purposes other than death, such as illness in the family, personal loss due to fire, theft, etc. shall be considered at the discretion of the Department Head or designee according to individual requirements.
Requests for unpaid Family Leave as per the Employment Standards Code, will be provided in accordance with the Code.
- 1606 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pallbearer or mourner.
- 1607 An employee required to serve as a juror or subpoenaed as a witness (in any legal proceedings) shall receive leave of absence at his basic rate of pay, and remit to the Employer any payment received except reimbursement of expenses.
- 1608 Employees granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.

MATERNITY LEAVE

- 1609 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoption Leave. An employee shall be granted leave of absence for up to fifty-four (54) weeks where she qualifies for both Maternity and Paternal Leave.
- (a) Maternity Leave – Up to seventeen (17) weeks of Maternity Leave without pay will be granted subject to the following conditions:
- (i) The employee must submit her written request for such leave of absence at least two (2) months before the intended date of the leave.
 - (ii) An employee must have completed twenty-six (26) weeks of continuous employment with the Employer as of the intended date of leave (for Maternity and Parental Leave).
 - (iii) If an employee wishes to return to work after maternity leave, she shall provide the Employer with at least four (4) week's notice.
 - (iv) The Centre is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
 - (v) Upon written request by the employee, additional unpaid leave of absence up to eighteen (18) weeks may be granted at the discretion of the Employer. If such leave

is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave is taken.

(b) Parental Leave

- (i) In order to qualify for Parental Leave an employee must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
- (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Centre an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) day's notice provided that such application for such leave is made when the adoption has been approved and the Centre is kept informed of the progress of the adoption proceedings.
- (iv) An employee who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. If requested by the employee extensions to leaves under this clause will be granted if reasonably possible.

(c) Any vacation earned up to the time of the commencement of leave will be available to be taken following the employee's return from Parenting Leave.

(d) Subject to (e) below, Parental Leave must commence no later than the first (1st) anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.

(e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Centre.

(f) A full-time employee who is commencing a leave of absence under 1609 shall be paid an amount equal to three (3) days basic salary. Part-time employees shall be entitled to this benefit on a pro rata basis.

(g) An employee may choose to receive up to five (5) days payment of normal weekly salary from accumulated sick leave credits before or after the period of leave covered by Employment Insurance.

h) An employee shall be entitled to three (3) days leave of absence with pay within seven (7) days of the birth or adoption of their child. 1609 h) will not be used in a pyramiding fashion with Article 1609 f). Leaves for part time employees will be prorated

1610 Where an employee's child requires hospitalization during the period of Parenting Leave granted under 1609, the employee may opt to return to work during all or part of the period of hospitalization and in advance of the original return-to-work date. The employee may resume

Parenting Leave when the child's hospitalization is over and remain on Parenting Leave for the balance of the originally requested leave or the extended leave granted under 1609 (b) (iv).

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

1612 The Employer and the Union agree that employees should be encouraged and afforded opportunities to upgrade their qualifications both to enhance their current job and supplement their opportunity for advancement. Therefore, an employee who wishes to apply for a leave of absence without pay for this purpose shall submit his request in writing to the Employer. Any such request shall be dealt with on an individual basis and if granted, the employee shall not suffer any loss of seniority during such leave which shall not exceed twelve (12) months. The leave may be extended upon request.

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

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

1613 A leave of absence without pay shall be granted to Union representatives for the purpose of attendance at Union functions.

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

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

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

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

- the registration fee, tuition fees, related expenses relating to attending the program (cab or mileage and parking, and lunch if not provided), shall be paid by the Employer.
- the employee shall either be paid overtime pay in accordance with applicable overtime provisions of the Collective Agreement; or

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

ARTICLE 17 - HOURS OF WORK & SHIFTS

1701 The regular working hours for the employees shall not exceed seven and one-half (7.5) hours in one day or thirty-seven and one-half (37.5) hours per week (exclusive of meal periods). A week shall normally be five (5) consecutive days, Monday to Friday. The shift shall normally commence at 8:00 a.m. and conclude at 4:00 p.m.

This article shall not preclude the implementation of modified daily start and end times or the daily or bi-weekly hours of work by mutual agreement between the Union and the Employer.

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

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

1704 Regular full-time employees shall not be scheduled to work a split shift.

1705 Employees who are scheduled to work and so report and are sent home by the Employer shall be paid three (3) hours pay, plus mileage to and from the Facility for reporting to work if the Employer is responsible for the scheduling error.

NOTIFICATION OF CHANGE IN SHIFTS

- 1706 The Employer shall notify the Union in writing within ninety (90) days of any proposed permanent change in the (working hours of) shift of any employee or group of employees within the scope of this Agreement. During the subsequent period, the Employer and the Union shall engage in joint discussions regarding the proposed shift change to reach a mutually satisfactory solution. If a satisfactory solution is not reached, the employee or employees will change shifts as proposed but the matter would be subject to the grievance procedure (Step 3 Article 1008).
- 1707 The Employer shall notify the Union in writing of any temporary change in shift as soon as reasonably possible but not later than two (2) weeks prior to commencement of the change.
- 1708 A temporary change in shift, except where mutually agreed upon by the Employer and the Union, shall be deemed to be of two (2) week's duration.
- 1709 Unless mutually agreed upon by the Employer and the Union, there shall not be temporary changes in shift when the change involves weekend work.

ARTICLE 18 - OVERTIME, STANDBY AND CALL BACK

- 1801 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours established in accordance with Article 17.
- 1802 a) Employees shall receive one and one-half (1 1/2) times their basic rate of pay, or time and one-half (1 1/2) off at basic pay (if mutually agreed upon) for the first **three (3) hours** of overtime in any one day;
- b) Two (2) times their basic rate of pay, or double (2) time off at basic pay (if mutually agreed upon) for overtime beyond the first **three (3) hours** in any one day, or when they are called back outside of regularly scheduled hours after 2200 hours;
- c) Two (2) times their basic rate of pay, or double (2) time off at basic pay (if mutually agreed upon) for overtime worked on their scheduled day of rest;
- d) Employees shall be paid at overtime rates for overtime performed contiguous to a regular shift. (Overtime at one and one half (1 ½) times where it is contiguous to the end of the shift and overtime at double times (2X) where it is contiguous to the start of the shift).

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

- 1803 a) An employee who is called back to work and works outside of his regular working hours shall be paid a minimum of three (3) hours at overtime rates, and after 2400 hours a minimum of four (4) hours at overtime rates.

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

1804 A "call-back" shall be any return to work between an employee's regularly scheduled hours of work except as per Article 1802 d).

1805 An employee who works overtime for a period in excess of two (2) hours shall be granted \$5.00 for a meal (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) and a further \$5.00 (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) for each subsequent four (4) hour overtime period.

1806 All overtime periods shall include a rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.

1807 Employees shall be paid for one (1) thirty (30) minute lunch break (at overtime rates) during overtime periods of up to one shift.

1808 No employee shall be required to work overtime against his wishes when other qualified employees within the same classification are available and willing to perform the required work.

Overtime shall be distributed as equitably as possible among those employees willing and qualified for the work.

1809 Overtime hours on any General Holiday which was an employee's scheduled day off will be paid at double and a half (2 1/2) times.

1810 An employee shall not be required to lay off during regular hours to equalize any overtime worked.

1811 **Banked Time**

Overtime may be banked by employees with the following conditions:

1. Overtime hours will be converted to regular hours for banking purposes.
2. By mutual agreement between the Employer and the employee, overtime may be compensated for by granting of equivalent time off at applicable overtime rates. An employee may be entitled to bank overtime hours to a maximum of thirty-seven point five (37.5) hours. Such time shall be taken by the employee prior to March 31st of any year or paid out, unless otherwise mutually agreed.
3. Any overtime to be banked must be indicated in writing to the Department Head or designate at the time that the overtime occurs.
4. If a conflict arises regarding banked time utilisation, seniority within each classification shall determine preference, on a rotational basis.
5. An employee may at any time request payment of his banked time by giving a written request to his supervisor at least ten (10) days in advance.

1812 Except as provided, there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight hour rest period would leave two hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.

1813 An employee requested to report to work on a scheduled day of vacation shall receive double time for all hours worked and the vacation day will be rescheduled to a later time chosen by the employee or added to the employee's current scheduled vacation period at the employee's discretion.

1814 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.

1815 Employees shall be entitled to bank overtime equivalent to the normal full-time bi-weekly hours. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of the normal full-time bi-weekly hours will be paid out automatically at the end of the fiscal year (March 31st).

Those employees whose overtime banks exceed the normal full-time bi-weekly hours at date of ratification, will not be allowed to bank any additional overtime, until the bank has been reduced

to below the normal bank limit. At that time, banking of overtime will be allowed consistent with the above provisions.

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

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

ARTICLE 19 - TRANSPORTATION ALLOWANCE

1901 When called back, the employee is expected to return to work by the fastest means possible. An employee will receive the taxi fare to and from the Facility or the current Province of Manitoba mileage rate per kilometre if he elects to use his own automobile subject to a minimum guarantee of four dollars (\$4.00).

When the Province of Manitoba mileage rates are increased and exceed the above rates the employer will adjust the rates retroactive to the date the Provincial rate takes effect.

ARTICLE 20 - SUB-CONTRACTING OUT

2001 The Employer agrees that there shall be no contracting out of any duties presently performed by any members of the existing bargaining unit during the life of this Agreement which would result in the displacement of any employee with more than six (6) months service.

Any employee with more than six (6) months service whose classification within the bargaining unit is changed because of sub-contracting in the Department will continue at the salary of his previous classification and will be granted any increase his previous classification is entitled to during the life of the contract.

ARTICLE 21 - DISCIPLINARY PROCEDURE

2101 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Executive Director. Such employee shall be advised promptly in writing of the reason for dismissal or suspension with complete disclosure and a copy will be sent to the Union Office. However, if discharged, a probationary employee shall have no access to the Arbitration Procedure, provided that the employee has been evaluated and apprised of the Employer's concerns and given an opportunity to adjust his performance prior to discharge.

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

2103 When it becomes necessary to take disciplinary action other than an oral reprimand, the Department Head, or designee, as soon as reasonably possible, shall advise the affected employee in writing outlining the action taken and the reasons for the action. A copy shall be immediately forwarded to the Union Shop Steward and the Union office, unless the affected

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

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

ARTICLE 22 - TECHNOLOGICAL CHANGE

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

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

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

2202 TRANSFER ARRANGEMENTS

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

2203 TRAINING BENEFITS

Where new or greater skills or licenses are required than are already possessed by affected employees under the present methods of operations, such employees shall, at the expense of

the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wage or salary rates during the training period of any such employee.

ARTICLE 23 - STAFF/MANAGEMENT COMMITTEE

2301 The Employer and the Union shall each from time to time appoint a group of not more than two (2) persons from each side and the two groups thus appointed shall together form a committee to be known as the Staff/Management Committee. The Staff/Management Committee shall meet at the call of either group upon at least five (5) days notice, and not more often than once in each month (unless by common accord) for the purpose of discussing Employer/Employee relations and other matters of mutual concern.

ARTICLE 24 - PRE-RETIREMENT LEAVE

2401 a) Full time employees retiring due to normal retirement age or in accordance with the provisions of the Healthcare Employees Pension Plan, shall be granted paid retirement leave on the basis of four (4) days per year of employment (seniority).

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

$$\frac{\text{Total regular paid hours from date of hire}}{\text{Regular full-time hours}} \quad \times \quad 4 \text{ days}$$

c) An employee who has a combination of full-time and part-time service will have his pre-retirement leave calculated for full-time service in accordance with 2401(a) and for part-time service in accordance with 2401(b).

2402 Payment shall, at the employee's option, be made in a lump sum or as a continuation of salary until the scheduled retirement date.

2403 In lieu of the provisions of Article 2402, employees so desiring may continue working until their scheduled retirement date and upon retiring receive a lump sum payment equal to the pre-retirement benefits that would have been owing to them under Article 2401.

2404 Effective date of signing, upon written request from an employee retiring between October 1 and December 31, the Employer agrees to defer payment of the employee's entitlement under Article 2401 above until the first pay period of the following calendar year.

ARTICLE 25 - SALARIES

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

ARTICLE 26 - UNIFORMS

- 2601 a) The Employer shall provide, maintain and launder all uniforms and protective or special work clothing which are to be worn on duty. Where employees are currently required to wear uniforms, such practice shall be continued; where employees do not currently wear uniforms and instead wear protective clothing as an alternative, such practice shall be continued. Any changes to the existing practices will be done only by mutual agreement between the Employer and the Union.

- b) All such items, except safety shoes, shall remain the property of the Employer and will be returned on termination or transfer to a classification where they are no longer required or the cost of same will be deducted by the Employer from the employee's regular final pay cheque. The number of uniforms provided will be eight (8) complete sets (8 pants and 8 shirts initially) and two additional sets January 7th of each year.
- c) Employees shall wear uniforms or special articles only when on duty.
- d) The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall be used only during work duties.
- e) The Employer shall pay for the cost of replacing an employee's safety glasses when such glasses are broken or damaged while at work.

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

2603 The use of uniforms shall be at the discretion of the employee.

ARTICLE 27 - SAFETY EQUIPMENT

2701 The Employer shall pay for the cost of replacing an employee's prescription safety glasses when such glasses are broken or damaged while at work provided that normal safety precautions are observed.

2702 The Employer agrees to supply an allowance for safety shoes for each employee requesting same subject to the following:

- a) Effective January 1, 2010, an allowance of one hundred fifteen dollars (\$115.00) shall be paid to each employee on January 1 of each year.
- b) Replacement, as necessary, will occur where safety shoes are damaged due to work conditions.
- c) To qualify for the above noted allowance an employee must wear safety shoes at all times while at work in the facility.
- d) New employees will receive the allowance upon completion of their probationary period.

ARTICLE 28 - LOSS OF TOOLS

2801 The Employer agrees to supply employees with all necessary tools in order that employees can carry out their duties with the Employer and make replacements as necessary.

2802 Employees shall not use their own personal tools in the performance of their duties with the Employer.

2803 Employees who utilize hospital supplies, tools and equipment shall be expected to make every effort to maintain them in good working condition and to assure that they are reasonably secure from theft or loss.

ARTICLE 29 - TEMPORARY ASSIGNMENT OF DUTIES

2901 In the event an employee is assigned temporarily to a higher paid position by the Department Head or his representative to other duties within the bargaining unit, for the majority of a given shift, he shall be paid the minimum rate or the next highest step above his present salary in the pay range of the higher position whose duties he is assigned to perform. No employee shall perform the work of a higher paid classification unless the afore-mentioned conditions are met.

2902 An employee who is temporarily assigned a lower paid position will not have his salary reduced.

ARTICLE 30 - GROUP BENEFITS

3001 Enrolment in the Group Pension Plan and the Group Life Insurance Plan is a condition of employment for all full time staff.

3002 Employees will be required to apply for coverage at the time of employment and premium deduction in accordance with the respective plans will commence after a specific waiting period.

3003 Temporary and probationary employees are not eligible for group coverage.

3004 Dental Plan

The terms and conditions of the current Rehabilitation Centre for Children Dental Plan (1999 Manitoba Dental Association Fee Schedule) shall be maintained for members of this bargaining unit.

3005 Disability and Rehabilitation Plan

1. **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 to a maximum of 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 Disability and Rehabilitation 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 protect 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 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D&R coverage.

2. **Where an employee has been away from work due to illness for four 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.**
3. **Subject to compliance with paragraph 2, in the event:**
 - (1) **An employee does not have sufficient accrued income protection to cover the 119 calendar day elimination period, or**
 - (2) **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.**

NOTE: Nothing in this Article requires an employee to move from WCB to D&R if they remain eligible for WCB.

- 3006
- a) The parties agree to participate in the Healthcare Employees Pension Plan – Manitoba (HEPP) in accordance with its terms and conditions including established contribution rates as set out in the HEPP Trust Agreement, HEPP Pension Plan text and other applicable written policies and guidelines.
 - b) Any disputes with respect to the level of pension entitlement shall not be subject to grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.
 - c) In the event that the contributions required by the HEPP Plan text are not sufficient to fund the necessary pension benefits, the parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

ARTICLE 31 - TERMINATION OF EMPLOYMENT

- 3101 Employment may be terminated by two (2) weeks written notice by an employee, exclusive of vacation. The employer must provide written notice of termination to employees as follows:

Less than three years – 2 weeks notice

At least three years and less than five years – 4 weeks notice.

At least five years and less than ten years - 6 weeks

At least ten years – 8 weeks

- 3102 Employment may be terminated with lesser notice or without notice:

- a) by mutual agreement between the Employer and the employee, or

- b) during the probationary period of a new employee without recourse to the grievance procedure, or
- c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

3103 The Employer may give equivalent basic pay in lieu of notice or deduct from an employee's terminal pay an amount equal to his basic pay for the period which he gives inadequate notice of termination.

3104 The Employer will make available, within seven (7) calendar days after termination, all amounts due to the employee, including unpaid earnings and pay in lieu of unused vacation entitlement.

ARTICLE 32 - COMPASSIONATE CARE LEAVE

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

3201 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:

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

3202 For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:

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

3203 The employee must give the employer a copy of the physician's certificate as soon as possible.

3204 A family member for the purpose of this article shall be defined as:

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

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

3205 An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.

3206 Seniority shall accrue as per Article 12.

3207 Subject to the provisions of 1306, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

3208 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 16.04.

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

For the International Union of Operating Engineers, Local 987A

Schedule A

All Rates currently appearing in the wage schedule appendixes will receive the following adjustments:

April 1, 2016: 2.0%

April 1, 2017: 0.0%

April 1, 2018: 0.0%

All employees on payroll on date of ratification will be entitled to retroactive wages for all hours worked or paid from April 1, 2016. Retroactive pay will be received within 120 days of ratification.

Employees who have retired or have terminated their employment with the Employer since April 1, 2016 may make written application within 30 calendar days of ratification to receive retroactive pay.

No other retroactive adjustments will be made.

Rehabilitation Centre for Children and The International Union of Operating Engineers Local 987

Appendix 'A' - Effective: April 1, 2016

General Increase 2.0%

Occupational Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Orthotics	Orthotic Technician (unregistered)	1950	Hourly	20.377	21.559	22.814	24.141	25.549	26.060
			Monthly	3,311.26	3,503.34	3,707.28	3,922.91	4,151.71	4,234.75
			Annual	39,735.15	42,040.05	44,487.30	47,074.95	49,820.55	50,817.00
Orthotics	Prosthetic Technician (unregistered)	1950	Hourly	20.377	21.559	22.814	24.141	25.549	26.060
			Monthly	3,311.26	3,503.34	3,707.28	3,922.91	4,151.71	4,234.75
			Annual	39,735.15	42,040.05	44,487.30	47,074.95	49,820.55	50,817.00
Orthotics	Orthotic Technician (registered)	1950	Hourly	25.857	27.101	28.406	29.769	31.201	31.825
			Monthly	4,201.76	4,403.91	4,615.98	4,837.46	5,070.16	5,171.56
			Annual	50,421.15	52,846.95	55,391.70	58,049.55	60,841.95	62,058.75
Orthotics	Prosthetic Technician (registered)	1950	Hourly	25.857	27.101	28.406	29.769	31.201	31.825
			Monthly	4,201.76	4,403.91	4,615.98	4,837.46	5,070.16	5,171.56
			Annual	50,421.15	52,846.95	55,391.70	58,049.55	60,841.95	62,058.75
Orthotics	Prosthetic / Orthotic Technician - Dual Registered	1950	Hourly	26.892	28.141	29.496	30.893	32.355	33.002
			Monthly	4,369.95	4,572.91	4,793.10	5,020.11	5,257.69	5,362.83
			Annual	52,439.40	54,874.95	57,517.20	60,241.35	63,092.25	64,353.90
Orthotics	Orthotic Technician Trainee	1950	Hourly	17.330	17.516	18.827	20.131		20.534
			Monthly	2,816.13	2,846.35	3,059.39	3,271.29		3,336.78
			Annual	33,793.50	34,156.20	36,712.65	39,255.45		40,041.30

Rehabilitation Centre for Children and The International Union of Operating Engineers Local 987

Appendix 'A' - Effective: April 1, 2017

General Increase 0.0%

Occupational Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Orthotics	Orthotic Technician (unregistered)	1950	Hourly	20.377	21.559	22.814	24.141	25.549	26.060
			Monthly	3,311.26	3,503.34	3,707.28	3,922.91	4,151.71	4,234.75
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			Monthly	2,816.13	2,846.35	3,059.39	3,271.29		3,336.78
			Annual	33,793.50	34,156.20	36,712.65	39,255.45		40,041.30

Rehabilitation Centre for Children and The International Union of Operating Engineers Local 987

Appendix 'A' - Effective: April 1, 2018

General Increase 0.0%

Occupational Group	Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Year 20
Orthotics	Orthotic Technician (unregistered)	1950	Hourly	20.377	21.559	22.814	24.141	25.549	26.060
			Monthly	3,311.26	3,503.34	3,707.28	3,922.91	4,151.71	4,234.75
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			Monthly	2,816.13	2,846.35	3,059.39	3,271.29		3,336.78
			Annual	33,793.50	34,156.20	36,712.65	39,255.45		40,041.30

1 Effective October 1, 2014, a Long Service Step equivalent to two percent (2%) shall be added to Schedule A (A, B, C, D and E at HSC). Employees shall be eligible for the Long Service Step identified in Schedule A 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 12 consecutive months.

2 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 in # 1 above.

Note: For the purpose of # 1 and # 2 continuous service shall be calculated based on calendar years of service.

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987A**

and

THE REHABILITATION CENTRE FOR CHILDREN

RE: ARTICLE 9

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

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987A**

AND

THE REHABILITATION CENTRE FOR CHILDREN

RE: VACATION SENIORITY

This will confirm that the Management of the Rehabilitation Centre for Children and the International Union of Operating Engineers, Local 987A, agree that in the event that Article 1412 of the Collective Agreement is used, it shall be applied as follows:

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

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

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

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

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

Between

**The International Union of Operating Engineers,
Local 987A**

and

The Rehabilitation Centre for Children

RE: ARTICLE 2401

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

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

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987A**

and

THE REHABILITATION CENTRE FOR CHILDREN

RE: STAND – BY, TEMPORARY TRANSFER – CASUAL EMPLOYEES

It is agreed that if the Employer intends to implement practices respecting Standby, Temporary Transfer, or to hire Casual Employees during the life of this agreement, the terms and conditions of same shall be as negotiated and agreed to between the parties.

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987A**

and

THE REHABILITATION CENTRE FOR CHILDREN

RE: CASUAL EMPLOYEES

Casual Employees do not accrue / Casual Employment does not count as seniority.

(Note – as per the Collective Agreement, seniority is defined as the length of an employee’s service since the last date on which he/she commenced work with the Employer).

"Length of Employment" shall mean the period of time since an employee last because a full-time or part-time employee in a permanent or term position for the purposes of calculation of all entitlements pursuant to this Collective Agreement including, but not limited to, vacation, bonus vacation and pre-retirement leave.

"Length of Service" shall have a similar meaning to "Length of Employment".

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.

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

BETWEEN

**THE INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987A**

and

THE REHABILITATION CENTRE FOR CHILDREN

RE: Maintenance of Licences/Qualifications

It is recognized that certain jobs covered by this Collective Agreement, as per job description/qualifications, require a Trade Licence and/or other Certificate of Qualifications, etc., and that it is the employee's responsibility to have and renew said Licence/Certificate, etc. as is required by law or regulation or code, as is applicable.

It is also recognized that, from time to time, in order for the employee to maintain required qualifications, he/she must complete updating, special training, special courses, etc. with respect to their Licence/Certificate, etc., and that it is the employees responsibility to do so.

For example: 1. Plumber – Back Flow Preventer Licence; 2. Electrician – Code Update; 3. Groundskeeper – Pesticide Applicator License.

In the case of Licence, Certificate, etc., updating, special training, special courses, etc., it is recognized that time and cost is involved, with cost examples being – special licence fees, course fees, books, manuals, etc. Accordingly, in order to encourage and assist employees in maintaining and upgrading their qualifications, the following shall apply:

1. Where a course is held on an employee's regular day(s) or work and the employee attends such course, provided there is no additional cost to the Employer to replace the employee, the Employer shall pay the employee his/her regular wages for the regular day(s) of work the employee attends such course.
2. For reimbursement of course fees, books, manuals, etc, the employee may apply to the OEM "Special Training Fund".

The OEM "Special Training Fund" is administered by the Union and therefore, payment of any monies by the Fund for course fees, books, manuals, etc, is at the sole discretion of the Fund/Union.

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

For the International Union of Operating
Engineers, Local 987A

MEMORANDUM OF UNDERSTANDING

BETWEEN

REHABILITATION CENTRE FOR CHILDREN

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

RE: JOINT MARKET ADJUSTMENT FUND

The parties agree to establish a Joint Market Adjustment Task Force, the purpose of which shall be to determine what if any classifications warrant a market adjustment based on demonstrable recruitment, retention patterns or wage differentials. Market Adjustments are to apply to "Trades" classifications only (not all Classifications).

Criteria:

- Any adjustment(s) shall be based on demonstrable "recruitment / retention" criteria - ie: adjustment(s) applicable to only those Classifications for which it has been demonstrated that there have been "recruitment / retention" challenges; and
- Any adjustment(s) are to apply only to those Classifications for which top of scale rate of pay is below the top of scale wage rate for the average wage rate of the Classification counterpart(s) within the reference group of Employers.
- No Classification shall receive a wage rate which exceeds the average wage rate of the Classification counterpart(s) within the reference group of Employers for the same effective date(s).

Membership on the task force will consist of three (3) representatives from the LRS / Employers and three (3) representatives from IUOE. Additional representatives may be invited to attend as determined by the committee to provide necessary information.

The Joint Task Force shall meet on January 17, 2014 in order to determine process. Thereafter, meetings will occur the second Tuesday of each month, at a time and location that is mutually agreed, up until October 1, 2014 where the Market Adjustments will be concluded, or earlier, if the decisions on the allocation of funds have been concluded prior to that date.

A "Market Adjustment Fund" will be allocated as follows:

October 1, 2014 - \$80,000.00

October 1, 2015 - \$80,000.00

Any market rate adjustments will be effective, on or after the effective dates listed above, as mutually agreed upon by the Joint Task Force.

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

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

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

This Agreement signed this _____ day of _____, 2019.

For the Rehabilitation Centre for Children

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

LETTER OF UNDERSTANDING

ON REDEPLOYMENT PRINCIPLES

BETWEEN

PARTICIPATING EMPLOYERS - LISTED IN APPENDIX "A"

AND

PARTICIPATING UNIONS - LISTED IN APPENDIX "B"

PURPOSE:

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

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

2. SENIORITY:

- 2.01 Employees shall accumulate seniority according to the terms of the applicable Collective Agreement.

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

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITION:

- 4.01 All new and vacant in-scope positions shall be filled in accordance with the terms of the Collective Agreement of that bargaining unit, unless otherwise mutually agreed between affected employers and affected bargaining units/unions.

- 4.02 When a new or vacant in-scope position is not filled by an internal employee as specified in 4.01, the receiving facility shall give preferential consideration to qualified applicants from the Central Redeployment List on the following basis:

- a) employees on the Central Redeployment List shall be listed in order of seniority [as per "sending" Collective Agreement(s)];
- b) subject to 4.01, selection shall be made from applicants on the Central Redeployment List. Copies of the above-mentioned new or vacant in-scope position postings will be sent as they occur to the MCHCU and participating employers (process to be established);
- c) seniority shall be applicable to the selection in accordance with the receiving Collective Agreement,
- d) in assessing an employee's history only formally documented material contained in the employee's personnel file will be considered;
- e) receiving facilities job description applies vis-a-vis qualification requirements;
- f) Once an employee has been redeployed and has completed the trial period with a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list. She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List.

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

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

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

6. **PORTABILITY OF BENEFITS:**

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

6.02 Length of employment applicable to rate at which vacation is earned.

6.03 Length of employment applicable to pre-retirement leave.

NOTE:

Deer Lodge Centre limits payment of pre-retirement leave to service acquired since April 1, 1983. Incoming employees would retain original service date for this purpose.

6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g., two (2) year pension requirement.

6.05 Benefits: An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.

6.06 Salary Treatments:

a) If range is identical, then placed step-on-step;

b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

NOTE:

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

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

7. **OTHER CONDITIONS:**

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

7.02 Salary and vacation earned to date to be paid out by sending employer.

7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

8. **TRAINING:**

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

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

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

10. **APPEAL PANEL**

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

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

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

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

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

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

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

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

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

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

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

FOR EMPLOYERS:

Walter Ryan
John Jones
Dick
Paul Kowal
Paul Kirk
[Signature]
[Signature]
[Signature]
[Signature]

FOR UNIONS:

Gene Freshick
[Signature]
Walt Bock
R. V. Olsen MCEU
Augustine [Signature]
Anthony [Signature] PSAC
[Signature]
[Signature]
John Peterson UOE

APPENDIX "A"

PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES

Rehabilitation Centre for Children – Prosthetics & Orthotics
and the International Union of Operating Engineers, Local 987A
2003 – 2005 Collective Agreement

Altona Community Memorial Health Centre
Arborg & District Health Centre
Ashern Personal Care Home
B.G.T.W. Shared Services Inc. (Glenboro)
Baldur Health District
Beacon Hill Lodges Inc. (Winnipeg)
Beausejour District Hospital
Bethel Home Foundation (Gimli)
Bethel Home Foundation (Selkirk)
Bethania Mennonite Personal Care Home
(Winnipeg)
Bethel Hospital (Winkler)
Bethesda Health & Social Services District
(Steinbach)
Birtle Health Services District
Boissevain Health District
Boyne Lodge (Carman)
Brandon Clinic
Brandon General Hospital
Carberry Plains District Health Centre
Carman Memorial Hospital
Central Park Lodges Ltd. (CPL/Parkview
Pl.,CPL /Poseidon Care Centre and
Brandon)
Centre de Sante Notre Dame (Hospital)
Centre de Sante Notre Dame (Foyer)
Churchill Health Centre
Community Therapy Services Inc. (Wpg.)
Concordia Hospital
Convalescent Home of Winnipeg, The
Dauphin Regional Health Centre
Deer Lodge Centre
Deloraine Health Centre
De Salaberry District Health Centre (St.
Pierre-Jolys)
Dinsdale Personal Care Home (Brandon)
Douglas Campbell Lodge (Portage)
Dr. Gendreau Memorial PCH Inc.
(Ste Rose)
E.M. Crowe Memorial Hospital (Eriksdale)
East View Lodge (Neepawa)
East-Gate Lodge Inc. (Beausejour)
Ebenezer Home for the Aged (Altona)
Elkwood Manor (Elkhorn)
Eriksdale Personal Care Home

Erickson District Health Centre

Fairview Horne (Brandon)

Flin Flon General Hospital
Fred Douglas Lodge (Winnipeg)
Glenboro Health District
Gilbert Plains Health Centre Inc.
Gillam Hospital Inc.
Golden West Centennial Lodge (Winnipeg)
Grace General Hospital
Grandview District Hospital
Grandview Personal Care Home
Hamiota District Health Centre
Hartney Medical Nursing Unit
Health Sciences Centre
Johnson Memorial Hospital (Gimli)
Lac du Bonnet District Health Centre
Lakeshore District Health System
Lakeshore General Hospital (Ashern)
Leaf Rapids Health Centre
Lions Prairie Manor (Portage)
Lorne Memorial Hospital (Swan Lake)
Lundar Personal Care Home
Luther Home (Winnipeg)
Lynn Lake Hospital
MacGregor & District Health Centre
Manitoba Health Organizations (Winnipeg)
Manitoba Cancer Treatment & Research
Foundation
Manitoba Odd Fellows' Home (Winnipeg)
McCreary Alonsa Health Centre
McCreary Alonsa Personal Care Home
Menno Home for the Aged (Grunthal)
Metropolitan Kiwanis Courts
Minnedosa District Hospital
Misericordia Health Centre
Morden District General Hospital
Morley House of Shoal Lake (Shoal Lake)
Mount Carmel Clinic (Winnipeg)
Neepawa District Memorial Hospital
Oakview Place (Extendicare/Winnipeg)
Pembina-Manitou Health Centre
Pinawa Hospital
Pine Falls Health Complex
Portage District General Hospital
Red River Valley Health District (Morris)
Rehabilitation Centre for Children
Reston District Health Centre
Riverdale Health Services District (Rivers)

Rehabilitation Centre for Children – Prosthetics & Orthotics
and the International Union of Operating Engineers, Local 987A
2003 – 2005 Collective Agreement

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

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

APPENDIX "B"

PARTICIPATING UNIONS

Canadian Union of Public Employees

Manitoba Nurse's Union

Manitoba Association of Health Care Professionals

Manitoba Government Employees Union

International Union of Operating Engineers

United Food and Commercial Workers

Public Service Alliance of Canada

Professional Institute of the Public Service Canada

Service Employees International Union