

COLLECTIVE AGREEMENT

between

SEVEN OAKS GENERAL HOSPITAL
(hereinafter called the "Employer")

and

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

April 1, 2016 to March 31, 2019



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RE: IMPLEMENTATION AND INTERPRETATION OF THE "MEMORANDUM OF UNDERSTANDING REGARDING STAFF MOBILITY WITHIN THE NINE FACILITIES	

OF THE WRHA SYSTEM” (HEREINAFTER REFERRED TO AS "STAFF MOBILITY AGREEMENT")
REDEPLOYMENT PRINCIPLES.....
PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES
PARTICIPATING UNIONS

PREAMBLE:

WHEREAS the employer and the Union desire to:

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

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 5542.
- 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 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 received 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 (1) month prior to the effective date of the change.
- 405 The Employer shall provide the Union with the names of all employees hired during the preceding calendar month, their classification and starting rate of pay, also the names of all employees who have terminated with the Employer, for whatever reason, and their classification.
- 406 The Employer shall include the amount of Union dues deducted from each employee during the relevant taxation year on the Income Tax T-4 slips.
- 407 The Union shall save the Employer harmless from any claims from employees covered by this agreement as a result of Union dues and/or assessments having been collected in accordance with the terms of this Article.
- 408 No employee shall make any written or verbal agreement which conflicts with the terms of this Collective Agreement.
- 409 Supervisors and/or foremen and other employees of the Employer whose jobs are not classified within the bargaining unit shall not work on a recurring basis on jobs which have been determined as being within the bargaining unit except in cases of training or emergency.
- 410 All employees who may be hired by the Employer during the life of this Collective Agreement will become members of the Union within thirty (30) days of hire or rehire and will be required to maintain their membership in good standing as a condition of employment.

- 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 Stewards or Officers to leave their jobs to attend to the above matters, they will give their supervisors 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 and responsibilities of its Stewards and Officers, however, it is recognized that there may be times when, because of the circumstances, the Union or 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, a maximum of two (2) representatives.
 - c) In the case of central negotiations toward a collective agreement, including conciliation, mediation or arbitration, a maximum representation of one (1) representative.
 - d) Employees whose attendance is required at arbitration hearings related to the Agreement shall be given permission to be absent from work and shall not suffer any loss of pay as a result.
 - e) A shift employee attending negotiations with the Employer as a representative of the Union will not be expected to complete any portion of a shift of work on the day of the meeting nor to work the shift immediately before or after the negotiating meeting and will suffer no loss of pay as a result.

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

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

504 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. Agendas shall be circulated at least seven (7) calendar days prior to each meeting together with the minutes of the previous meeting. Matters covered by the Collective Agreement or being addressed through the grievance procedure shall not be addressed at the Staff/Management Committee.

ARTICLE 6 - NON-DISCRIMINATION

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

- ancestry, including color and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation
- physical or mental disability
- place of residence
- membership or activity in the Union,

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

602 The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems should they arise. Situations involving sexual harassment shall be treated in strict confidence by both the Employer and the Union.

ARTICLE 7 - DEFINITIONS

701 An "employee" is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.

702 A "full-time" employee is one who regularly works the full prescribed hours of work specified in Article 17.

703 A "part-time" employee is one who regularly works less than full time hours, but not less than one shift per bi-weekly period.

704 a) A "temporary/term" employee is one who is employed:

- (i) for a specified period of time to replace an employee on vacation, a period of extended illness or a leave of absence, or;
- (ii) to work on a particular project. The duration of employment for a temporary/term employee shall not exceed six (6) calendar months unless, at the time of hiring, the prospective employee and the Union are informed in writing, that the period of temporary employment is going to be of more than six (6) months duration. If the period of temporary employment is going to be of more than six (6) months duration, the Union would have to agree with any extension past six (6) months and, in any case, the duration of the period of temporary employment would not be more than twelve (12) months.

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

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

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

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

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

c) No employee shall be laid-off and re-employed for the purpose of extending the period of temporary employment.

d) A temporary/term employee is entitled to all provisions of the Collective Agreement unless otherwise specified.

e) When the term for which a temporary/term employee has been hired ends, the employee will remain on the Employer's records after termination for an additional six (6) month period of time. If during such six (6) months another temporary position for which the individual in question has the necessary qualifications and training comes up; he would be given the offer of first refusal for that position, subject to the seniority of other employees of the bargaining unit.

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

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

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 one (1) month. The Employer agrees to notify the Union at least two (2) weeks prior to the end of the probationary period. During the probationary period an employee shall not have access to the grievance procedure for reason of termination of employment only.

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

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

708 "Weekend" denotes Saturday and Sunday.

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

ARTICLE 8 - JURISDICTION

801 Subject to the supervision and direction of the Director, Physical Plant, or his designee, the Engineers in charge of shifts shall at all times have full charge of the operation and maintenance of all boilers, mechanical and electrical equipment in the boiler room, mechanical rooms and standby plant.

802 The Employer will recognize the right of Engineers covered by this Collective Agreement to carry out their duties in accordance with rules and regulations of the Power Engineers Act of Manitoba and other pertinent regulations in regard to the safe operations of pressure vessels.

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 written objection, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement as to an appropriate salary range.
- 904 Failing agreement, the matter may be referred to arbitration in accordance with Article 11.
- 905 If the salary range of a new or revised classification is adjusted by means of negotiation or otherwise, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 906 At any time after an employee has been in a classification for three (3) months, he shall have the right to request a review of his classification, if he feels that the duties of the job have substantially 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 given in 907 is not satisfactory to the employee, he may then treat this request for change in classification as a grievance as laid out in Article 10.
- 909 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
- 910 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.**

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 dispute 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 **Complaint Stage**
Within fourteen (14) calendar days after the cause of a grievance manifests itself, the grievant shall attempt to resolve the dispute with his immediate supervisor outside the bargaining unit. In the event of a grievance originating while the employee is on approved leave of absence from work, such grievance must be lodged within fourteen (14) days of return.
- 1006 **Step 1**
If the grievance is submitted but not resolved within the time period stipulated in Article 1006, the grievant and/or Union representative may, within the ensuing seven (7) calendar days submit the grievance in writing to the Department Head or designate stating allegations and redress sought.

The appropriate department head or designate shall provide a written decision within seven calendar days of the receipt of the written grievance.
- 1007 **Step 2**
Failing settlement of the grievance at Step 1 or at the expiry of the time limits to respond at Step 1, the Union may refer that grievance to the site administrator or designate within a further ensuing seven (7) calendar days.

The site administrator or designate shall provide a written decision with seven (7) calendar days of the receipt of the written grievance.
- 1008 If the dispute is not resolved by the decision in Step 2, the Union and/or Employer may refer the matter to Arbitration by serving written notice to the other party of its intention within seven (7) calendar days thereafter.
- 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 site administrator or designate, by the Shop Steward or delegate.
- 1010 A grievance arising from a dismissal may be initiated at the site administrator or designate level.
- 1011 The time periods designated in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

ARTICLE 11 - ARBITRATION PROCEDURE

- 1101 In the event that a grievance or a dispute involving the application, interpretation, or administration of this Agreement is not settled through the grievance procedure, such matter shall be the subject of Arbitration in accordance with the procedure set out hereunder.
- 1102 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a single Arbitrator, the notice referred to in Article 1009 shall so state:

- a) Where the party who receives the notice accepts the request for a single Arbitrator, the parties will attempt to reach agreement on the selection of a single Arbitrator within fourteen (14) calendar days.
 - b) Where the party who receives the notice rejects the request for a single Arbitrator or where the parties have failed to reach agreement on the selection of a single Arbitrator within fourteen (14) calendar days, either party may submit the name of its appointee to a Board of Arbitration to the other party in accordance with Articles 1103, 1104, 1105 of this Agreement within fourteen (14) calendar days.
 - c) Where the parties have agreed to a single Arbitrator, the single Arbitrator shall be considered to be an Arbitration Board for purposes of this Agreement.
- 1103 Where the party initiating the Arbitration proceedings wishes to request Arbitration by a three (3) person Board, the notice referred to in Article 1009 shall contain the first party's appointee to the Arbitration Board.
- 1104 The party receiving such notice shall, within fourteen (14) calendar days, notify the other party of its'; appointee to the Arbitration Board, failing which the Minister of Labour shall be empowered to make such appointment.
- 1105 Within fourteen (14) calendar days following their nomination, the appointees to the Board shall select a mutually acceptable appointee as a Chairman, or forward a request to the Minister of Labour for Manitoba to make such appointment.
- 1106 It is mutually agreed by both parties to this Agreement that the decision of the Chairman, in the absence of a majority decision of the Board, shall be final, binding and enforceable upon the Employer, the Union and the Grievant.
- 1107 The Chairman or Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereto.
- 1108 Any costs incurred by either party relative to an Arbitration procedure shall be borne by that party, except that the costs of the Chairman of the Board shall be shared equally by the Employer and the Union.
- 1109 An employee who has been unjustly suspended or discharged in the opinion of the Board shall be immediately reinstated in his former position without loss of seniority. He may or may not be compensated for all time lost in an amount equal to his normal earnings during the pay period preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or a Board of Arbitration.
- 1110 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 1111 The time limits fixed in an 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 with the Employer.
- 1202 Seniority will terminate if an employee:
- a) Resigns;
 - b) Is discharged and not re-instated under the grievance procedure;
 - c) Is laid-off for more than thirty-six (36) months;
 - d) Following a period of lay-off 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.

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

- 1203 Seniority will be retained but will not accrue if an employee:
- a) Is on any unpaid leave of absence in excess of four (4) consecutive weeks in any calendar year;
 - b) Is in receipt of disability benefits established under any disability or pension plan;
 - c) Is laid off for more than eighteen (18) weeks and less than thirty-six (36) months;
 - d) Is on any unpaid leave of absence to seek or hold Union or Public Office.
- 1204 Seniority will be retained and will 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 other than any period covered by total and permanent disability benefits;
 - e) is on layoff of eighteen (18) weeks or less;
 - f) is on any unpaid leave of absence up to four (4) consecutive weeks.

1205 The length of seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any vacation year for vacations will be based on paid hours (as specified in the Hours of the Work section of this Collective Agreement), including any period of Workers Compensation up to one (1) year in the appropriate time period. Vacation accrued and not utilized prior to the period of Workers Compensation shall be maintained by the employee for use upon return to normal duties.

1206 A temporary or probationary employee shall have no seniority rights over regular employees in matters of hiring, transfer, promotion, demotion, layoff or recall.

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

1208 The Employer will annually compile a seniority list which will show the name and length of service of each employee in the bargaining unit. The seniority list will reflect the length of service of each employee as at September 30th of each year.

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

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

1210 **Layoff**

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

- a) The least senior employee in a classification affected by a layoff shall be the first laid off. An employee so displaced will be permitted to displace a less senior employee in any other occupational classification 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.

1211 **Recall**

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

- c) The Employer shall give notice of recall by Registered Mail to the employee's recorded address as in a) above and to the Union. The employee must notify the Employer of his intention to return to work within three (3) working days from receipt of the Registered Letter.
 - d) An employee recalled for duty must be prepared to report for duty within fourteen (14) calendar days after notifying the Employer of his intent to return to work.
 - e) An employee shall have the right to return to his former occupational group and classification before a new employee is hired into it or any other less senior employee is hired into it. An employee who fails to exercise the aforementioned right shall lose all seniority rights to the appropriate occupational group of his former classification in which he refused recall.
 - f) A laid off employee's right to be recalled under this Collective Agreement will be terminated under the following circumstances:
 - i) If he did not communicate with the Employer's Personnel Department or report for duty when called by the Employer within the time limits above unless for reasons of illness for which a Doctor's certificate will be required.
 - ii) If he has been laid off more than thirty-six (36) months without being recalled by the Employer.
- 1212 An employee shall be required to apply for any job vacancy for which he wishes to be considered. An employee will be notified in writing of the disposition of his application.
- 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.
- 1213 Upon promotion, an employee shall receive a salary applicable to his new classification which provides an increase above his former salary.
- 1214 The date of promotion will become an employee's anniversary date for salary increment purposes.
- 1215 The Employer agrees to post notice on Maintenance bulletin boards, for all vacancies within the scope of this Group, stating required qualifications, for a period of not less than seven (7) calendar days.
- 1216 This provision shall not preclude the Employer from simultaneously or subsequently advertising vacancies to the public.

- 1217 Provided that applicants are equally qualified, preferential consideration shall be given to present employees of the Employer.
- 1218 Each employee who applies for a posted vacancy will be notified in writing of the disposition of his application.
- 1219 Employees shall be encouraged to improve their abilities by participation in available training programs.
- 1220 Employees writing examinations for any class of certificate or special course relating to his trade which is required by the Employer shall be paid for time required during regular working hours to write said examination, providing prior approval is received from the appropriate Service Director or his designate.
- 1221 An employee requesting a leave of absence for educational purposes shall submit his written request at least two (2) weeks in advance except in unforeseen circumstances to the Director of Physical Plant for consideration and approved leaves will be covered by current facility policy.
- 1222 Upon written application by the employee to the Service Director, 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 Service Director 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 up-dated 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 or Manitoba Public Insurance shall be entitled to his regular basic pay to the extent that he had accumulated income protection credits subject to the following conditions:
- 1302 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Collective Agreement.
- 1303 Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1¼) days per month worked with no maximum.
- 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		

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

1305 No employee shall be permitted to utilize income protection benefits during the probationary period.

1306 An employee who will be absent due to illness or injury must inform his Service Director prior to the commencement of his next scheduled shift, or as soon as reasonably possible thereafter. Shift employees shall notify the employee they are scheduled to relieve who will in turn notify the Chief Engineer.

1307 **WORKERS COMPENSATION**

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

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

c) Advance payment(s) shall not exceed the employee's regular net salary. Regular net salary will be based on the employee's usual gross salary (exclusive of overtime and allowances) less the employee's usual Income Tax deduction, Canada Pension Plan contributions, and Employment Insurance deduction.

d) The advance 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 70% of the value of the employee's accumulated income protection credits.

e) 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.

f) 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.

g) 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.

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

1308 **MANITOBA PUBLIC INSURANCE CORPORATION**

a) Where an employee is unable to work because of injuries sustained in a motor vehicle accident, the employee must advise his supervisor as soon as possible and he must submit a claim for benefits to the Manitoba Public Insurance Corporation (MPIC). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by MPIC.

- b) Subject to (a), where an employee has applied for MPIC benefits and where a loss of normal salary would result while awaiting a MPIC decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
- c) Advance payment(s) shall not exceed the employee's regular net salary. Regular net salary will be based on the employee's usual gross salary (exclusive of overtime and allowances) less the employee's usual income tax deduction, Canada Pension Plan contributions, and Unemployment insurance deduction.
- d) The advance(s) will cover the period of time from the date of the injury in the motor vehicle accident until the date the final MPIC decision rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- e) The employee shall reimburse the Employer by assigning sufficient MPIC payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by MPIC directly to the employee.
- f) In the event that the MPIC disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- g) Upon request, the Employer will provide a statement to the employee indicating the amount of the advance payment(s) made and the repayment(s) received by the Employer.
- f) It is agreed that the following will be implemented on a trial basis during the life of this Collective Agreement. Where a work assessment period or a modified return to work is recommended by MPIC, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the MPIC covering all related costs.

1309 An employee who is unable to report to work by reason of an accident or illness which is not fully covered by paid sick leave shall, upon providing an acceptable medical certificate attesting to his inability to perform the normal duties of his job, have the privilege of arranging for an unpaid sick leave of absence for the period not covered by paid sick leave credits for a maximum period to be set at the rate of one (1) month per year of service up to a maximum of twelve (12) months.

If an employee is unable to resume his normal duties at the expiry of the unpaid sick leave of absence, his employment may, at the discretion of the Employer, be considered terminated. An employee so terminated who applies for re-employment with the Employer immediately upon recovery from his illness, shall be given preference over new applicants in hiring, subject to his being approved as acceptable for employment by the Medical Officer of the Employer. 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.

1310 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.

1311 Upon written request, the Employer shall advise the employee in writing of the amount of his accrued income protection.

1312 The Employer and the Union may appoint a committee composed of equal representatives to review income protection to ensure that it is utilized in accordance with Article 1301.

1313 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".

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 - VACATIONS

1401 Employees shall accrue and be entitled to vacation with pay in accordance with the following provisions. For purposes of this Article, the vacation year is defined as the period from April 1st to March 31st of the following year. Vacation earned in any vacation year shall normally be taken during the ensuing vacation year.

1402 An employee who has completed less than one (1) year of continuous employment as of March 31st will be provided with a pro rata vacation. Such employee shall, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.

1403 Employees will earn paid vacation calculated on the basis of vacation earned at the following rates:

- 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.

- Annual vacation shall be earned at the rate of twenty (20) working days per year commencing in the fourth (4th) year of employment.
 - Annual vacation shall be earned at the rate of twenty-five (25) working days per year commencing in the eleventh (11th) year of employment.
 - Annual vacation shall be earned at the rate of thirty (30) working days per year commencing in the twenty-first (21st) year of employment.
- 1404 The whole of the vacation year shall be available for the taking of vacations providing that department operations can be maintained.
- 1405 The seniority of employees will be recognized in assigning vacation choices as follows:
- a) The Employer will post a vacation entitlement list not later than April 15th of each year and allow employees to express their preference as to choice of vacation time up to and including May 7th.
 - b) The Employer will post an approved vacation schedule not later than May 15th and such vacation schedule shall not be changed unless mutually agreed upon by the employee and the Employer.
 - c) **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).**
 - d) When an employee exercises his seniority under Article 1405 (c), he shall be dropped to the bottom of the seniority list for preference for next year's vacation.
- 1406 An employee upon termination of employment for any reason is entitled to pay in lieu of vacation earned but not taken, calculated as a percentage of hours worked.
- 1407 Partial vacation and partial vacation pay will be calculated as follows:
- a) For employees whose level of vacation entitlement is three (3) weeks vacation, six percent (6%) of hours worked;
 - b) For employees whose level of vacation entitlement is four (4) weeks vacation, eight percent (8%) of hours worked;
 - c) For employees whose level of vacation entitlement is five (5) weeks vacation, ten percent (10%) of hours worked;
 - d) For employees whose level of vacation entitlement is six (6) weeks vacation, twelve percent (12%) of hours worked.
- 1408 For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.
- 1409 An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.

- 1410 Where an employee qualified for income protection involving hospitalization, post-hospitalization care (if applicable) or bereavement leave during his period of vacation, there shall be no deduction from vacation credits for such absence. If requested within one week of the employee's return to work, proof of hospitalization will be provided. The period of vacation so displaced shall either be added to the vacation period if mutually agreed or reinstated for use at a later mutually agreed date.
- 1411 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 holidays:

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

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

- 1502 An employee who is required to work on any of the aforementioned recognized holidays will be paid at the rate of two times (2x) his regular rate of pay and, in addition, will be granted an alternate day off with pay at a time to be mutually arranged between the employee and the Employer. The employee shall receive pay at the basic rate in lieu of an alternate day off in the event appropriate arrangements are not made. The parties agree that an alternate day off shall not apply in the case of part-time employees as noted under Article 2701 (c).
- 1503 When a recognized holiday falls on an employee's regular day off, the employee will be granted an alternate day off with basic pay at a time to be mutually arranged between the employee and the Employer. The employee shall receive pay at the basic rate in lieu of an alternate day off in the event appropriate arrangements cannot be made.
- 1504 When a recognized holiday falls on a day on which an employee is receiving income protection credits or on a day on which an employee is on paid vacation, that day shall be paid as a holiday and not deducted from income protection credits or vacation entitlement.
- 1505 The Employer shall recognize the calendar day of the holiday as in 1501 for the purpose of observance.
- 1506 An employee will be allowed to bank up to three (3) days in lieu of recognized holidays to be taken off at a time mutually agreeable between the employee and the Employer. Banked days not taken off before March 31st of each year will be paid in lieu.

- 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 An employee shall be required to submit in writing to the Service Director any request for leave of absence. Such request will specify the reason for the leave and the proposed dates of departure and return and, except in emergency circumstances, must be submitted a minimum of two (2) weeks in advance. All such requests will be considered on an individual basis and allowed at the sole discretion of the Employer except as otherwise expressly provided herein.
- 1602 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.
- 1603 An employee shall be granted up to five (5) consecutive working days leave of absence without loss of pay in the event of a death of an employee's spouse, child, mother, father, sibling, fiancé, common-law partner, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, and grandchild, niece and nephew.
- 1604 Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer or mourner.

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

1607 Employees granted leave of absence without pay shall pre-pay all monthly payroll deductions which will become due during such absence.

Maternity Leave

1608 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 Employer 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 Employer 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 Employer 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 Employer.
 - (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 1608 f). Leaves for part time employees will be prorated
- 1609 Where an employee's child requires hospitalization during the period of Parenting Leave granted under 1608, 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 1608 (b) (iv).
- 1610 An employee returning to work from Parenting Leave shall provide the Employer with no less than two (2) weeks notice of the planned return date. Unless otherwise mutually agreed between the employee and the Employer, on return the employee shall be placed in her former position or a comparable position if the former job classification is no longer available.

- 1611 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.

- 1612 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.

- 1613 a) Where the Employer requires an employee to attend educational conferences, workshops, or courses during his regular hours of work, the registration, tuition fees, basic salary and related expenses shall be paid by the Employer.
- b) Where the Employer requests an employee to attend educational conferences, workshops, or courses outside his regular hours of work, any such educational conferences, workshops or courses shall be optional to the employee. If the employee should agree to attend such educational conferences, workshops, or courses outside his regular hours of work, the registration fees, tuition fees, related expenses and basic salary for those hours actually spent while in attendance at such programs shall be paid by the Employer.
- 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

- 1701 a) Regular hours of work for "Maintenance Personnel" shall be seven and three-quarters ($7\frac{3}{4}$) hours per day and seventy-seven and one-half ($77\frac{1}{2}$) hours per biweekly period. A week shall be five (5) consecutive days, Monday to Friday, unless otherwise mutually agreed between the Employer and the Union.
- b) Regular hours of work for "Engineers" shall be eight (8) hours per day or eighty (80) hours per biweekly period inclusive of meal periods. The difference between seven and three-quarters ($7\frac{3}{4}$) and eight (8) hours per day shall be paid to Engineers at time and one-half ($1\frac{1}{2}x$).
- 1702 The meal period for "Maintenance Personnel" shall be scheduled by the Employer and shall not exceed one-half ($1/2$) of an hour.
- 1703 A rest period of 15 minutes will be allocated by the Employer during each continuous three hour period of work.
- 1704 Except by mutual agreement employees shall not be scheduled to work a split shift.

1705 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.

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

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

1707 The provisions of this Article shall not preclude the trial and implementation of changes in shift length or regular working hours if mutually agreed upon between a majority of employee(s) affected and the Employer.

ARTICLE 18 - OVERTIME

1801 Overtime shall be all time authorized by the Employer and worked in excess of the regular daily or biweekly 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) By mutual agreement between the employee and the Employer, overtime may be compensated for by the granting of equivalent time off in lieu of pay.
- 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 **Call-back**

An employee who is called back to work in accordance with Article 708 shall be paid for a minimum of three (3) hours at overtime rates. Should a call-back to work be received after 2400 hours (midnight), an employee shall be paid for a minimum of four (4) hours at overtime rates.

1805 A "call-back" shall be any return to work between an employee's regularly scheduled hours of work except as per Article 1802 d).

1806 An employee who is required to work overtime for a period in excess of two (2) hours shall be granted five (\$5.00) dollars for a meal (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) and a further five (\$5.00) (\$7.00 effective January 1, 2009 or ratification date, whichever occurs later) for each subsequent four (4) hours of overtime. At the employee's option a meal ticket will be provided in lieu of a meal allowance.

1807 All overtime periods shall include a paid rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.

- 1808 No employee shall be required to work overtime against his wishes provided other qualified employees are available and willing to perform the required work.
- 1809 Overtime and call-back shall be divided as equally as reasonably possible among full-time employees who are willing and qualified to perform the available work.
- 1810 An employee required to work overtime on a recognized holiday which was an employee's scheduled day off will be paid, or equivalent time off may be granted, by mutual agreement at the rate of two and one-half (2½x) times the basic rate of pay.
- 1811 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.
- 1812 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 1813 Employees shall be entitled to bank overtime equivalent to the normal full-time bi-weekly hours. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of the normal full-time bi-weekly hours will be paid out automatically at the end of the fiscal year (March 31st).

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

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

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

ARTICLE 19 - SHIFT/WEEK-END PREMIUM/TRANSPORTATION ALLOWANCE

- 1901 Employees required to work the majority of their hours on any shift between 1600 hours and the next succeeding 0800 hours shall be paid a shift premium of one dollar and thirty-one cents (\$1.31) per hour for that entire shift.
- 1902 When called back, the employee is expected to return to work by the fastest means possible. An employee will receive the taxi fare to and from the Facility or the current Province of Manitoba mileage rate per kilometer if he elects to use his own automobile subject to a minimum guarantee of four dollars (\$4.00).

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

- 1903 A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all regular hours actually worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

ARTICLE 20 - CONTRACTING OUT

2001 The Employer agrees that during the life of this Collective Agreement, there shall be no contracting out of any work that would displace any present employee from the bargaining unit or in any way reduce his classification or wage rate.

ARTICLE 21 - DISCIPLINARY PROCEDURE

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

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

2103 When it becomes necessary to take disciplinary action other than an oral reprimand, the Service Director, 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 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. Employees shall be entitled to a copy of any information contained in their file upon written request. Only one (1) such file shall be maintained and kept in the Human Resources Department.

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 negotiations 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 the 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 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 - HOSPITAL DISASTER PLAN AND FIRE ORDERS

- 2301 The Hospital Disaster Plan and Fire Orders, if brought into effect due to an emergency or drill, shall override the provisions of this Collective Agreement, provided that where overtime is worked by reason of a disaster or fire drill, such overtime is compensated for in accordance with the provisions of this Agreement.

ARTICLE 24 - PRE-RETIREMENT LEAVE

- 2401 Full-time employees retiring in accordance with the provisions of the Healthcare Employees Pension Plan, whether or not enrolled in the Retirement Plan, shall be granted pre-retirement leave on the basis of four (4) days for each full year of employment (seniority).
- a) Pre-retirement leave payment shall, at the employee's option, be made in accordance with one of the following:
 - i) as a lump sum at the date of pre-retirement, or;
 - ii) as a lump sum at the date of normal retirement, or;

- iii) as a continuation of salary until the scheduled retirement date is reached.
- b) Part-time employees shall have their pre-retirement leave calculated in accordance with the following formula:

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

- c) An employee who has a combination of full-time and part-time service will have his pre-retirement leave calculated for full-time service in accordance with 2401 (a) and for part-time service in accordance with 2401 (b).
- 2402 Upon written request from an employee retiring between October 1st and December 31st, the Employer agrees to defer payment of the employee's lump sum entitlement under 2401 above until the first pay period of the following calendar year.

ARTICLE 25 - SALARIES AND INCREMENTS

- 2501 Employees shall be paid in accordance with the rates outlined in Appendix "A" attached to and forming part of this Agreement.
- 2502 a) Increments for full-time employees on a salary schedule shall be payable on their anniversary date.
- b) Increments for part-time employees on a salary schedule shall be payable after the completion of each 2,015 hours (or appropriate yearly full-time hours in accordance with this Agreement) until the maximum of the salary range is attained.

ARTICLE 26 - UNIFORMS AND PROTECTIVE CLOTHING

- 2601 a) The Employer shall provide, maintain and launder all uniforms and protective or special work clothing which are required to be worn on duty. Where employees are currently required to wear uniforms, such practice shall be continued: where employees do not currently wear uniforms and instead wear protective clothing as an alternative, such practice shall be continued. Any changes to the existing practices will be done only by mutual agreement between the Employer and the Union
- b) All such items, except safety shoes, shall remain the property of the Employer and will be returned on termination or transfer to a classification where they are no longer required or the cost of same will be deducted by the Employer from the employee's regular final pay cheque. The number of uniforms provided will be eight (8) complete sets (8 pants and 8 shirts initially) and two additional sets January 7th of each year.
- c) Employees shall wear uniforms or special articles only when on duty.
- d) The Employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall be used only during work duties.

- e) The Employer shall pay for the cost of replacing an employee's safety glasses when such glasses are broken or damaged while at work.
- 2602 The Employer agrees to supply an allowance for safety shoes for each employee subject to the following:
- a) Effective January 1, 2010 an allowance of one hundred fifteen dollars (\$115.00) shall be paid to each employee on January 1 of each year.
 - b) Replacement, as necessary, will occur where safety shoes are damaged due to work conditions.
 - c) Employees are required to wear safety shoes at all times while at work in the facility.
 - d) New employees will receive the allowance upon completion of their probationary period.

ARTICLE 27 - RESPONSIBILITY PAY

2701 The following allowances will be paid in recognition of Power Engineers 3rd class assuming responsibilities normally performed by maintenance personnel and/or the Director, Plant Services or designate.

2702 Power Engineers 3rd Class will receive an allowance of sixty-five (65) cents an hour (increase to \$0.70 per hour effective April 1, 2010) for each hour worked on the following shifts:

- (i) Evening Shifts - Monday through Friday
- (ii) Night Shifts - Monday through Friday
- (iii) Day, Evening and Night Shifts - Saturdays, Sundays and General Holidays

2703 Where a General Holiday falls on a Saturday and/or Sunday the sixty-five (65) cents an hour worked will apply once and will not be applied in a pyramiding fashion.

ARTICLE 28 - SPECIAL UNDERSTANDING RE: PART-TIME EMPLOYEES

2801 a) Vacation with pay shall be calculated as follows:

$$\frac{\text{Regular Hours Actually Worked}}{\text{Full-time hours}} \times \text{a full-time Entitlement of Employee}$$

Unless otherwise mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

b) Income Protection credits shall be calculated as follows:

$$\frac{\text{Average Biweekly Hours of Part-time Employees}}{\text{Full-time Biweekly Hours}} \times \text{Monthly Rate of Accumulated of a full time employee}$$

- c) A part-time employee will be paid four point two five percent (4.25%) basic pay in lieu of time off on Recognized Holidays. Such holiday pay shall be included in each regular pay cheque.

ARTICLE 29 - SPECIAL UNDERSTANDING RE: CASUAL EMPLOYEES

2901 The terms of this Collective Agreement will apply to Casual Employees only as follows:

- a) A casual employee is one called in occasionally on an unscheduled basis by the Employer to replace a full-time or part-time employee or to supplement regular staff coverage in situations of unforeseen staff shortage.
- b) Casual employees will receive vacation pay biweekly at the rate of six (6%) percent of the regular hours worked in a biweekly pay period.
- c) Casual employees are paid in accordance with the salaries specified in Appendix "A".
- d) Casual employees will be entitled to the shift premium outlined in Article 19.
- e) Casual employees required to work on a recognized holiday will be paid at the rate of two (2x) times their basic salary.
- f) Casual employees will be entitled to compensation for overtime worked in accordance with Article 18.
- g) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 4.
- h) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
- i) Articles 10 and 11 herein apply only with respect to the terms of this Article.
- j) **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 became 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.

ARTICLE 30 - DISABILITY AND REHABILITATION PLAN

- 3001 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 protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D&R application or the status of the D&R application on the 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.

ARTICLE 31 - 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.

- 3101 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.
- 3102 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.
- 3103 The employee must give the employer a copy of the physician's certificate as soon as possible.
- 3104 A family member for the purpose of this article shall be defined as:
- a) a spouse or common-law partner of the employee;
 - b) a 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 of the parent;
 - 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 relationships.

- 3105 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.
- 3106 Seniority shall accrue as per Article 12.
- 3107 Subject to the provisions of 1313, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- 3108 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 1603.

ARTICLE 32 - BULLETIN BOARDS

- 3201 The Union shall be allowed to use existing bulletin boards located in the appropriate department.
- 3202 The Union agrees to comply with any reasonable request to remove posted material on the grounds that it is damaging to the Employer.

ARTICLE 33 - LOSS OF TOOLS

- 3301 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.
- 3302 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- 3303 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 34 – TEMPORARY ASSIGNMENT OF DUTIES

- 3403 An employee assigned in writing by the Service Director or designate to temporarily perform all or substantially all of the duties and responsibilities of a more highly paid classification shall be paid the rate of the higher classification for all hours worked in the higher classification.
- 3404 An employee who is temporarily assigned to perform the duties of a lower paid classification will continue at his former rate of pay.

ARTICLE 35 - TERMINATION OF EMPLOYMENT

- 3501 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

3502 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.

3503 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.

3504 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 36 - RETROACTIVITY

3601 Only Appendix "A" will be retroactive to April 1, **2012** unless otherwise specified in the Collective Agreement. Except for Article 1902, all other items will be effective the date of signing this Collective Agreement.

In witness whereof the Employer has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Union has caused this Collective Agreement to be executed in its name attested by the hands of its proper officers in that behalf:

Signed this ____ day of _____, 2019.

SEVEN OAKS GENERAL HOSPITAL

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

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.

**Seven Oaks General Hospital and The International Union of Operating Engineers Local 987
Appendix 'A' - Effective: April 1, 2016**

General Increase 2.0%

Occupational Group	Employer Classification ⁽¹⁾	Annual Hours		Start	6 months	12 months	18 months	24 months	30 months	Year 20
Carpenter / Locksmith	Carpenter (Journeyman)	2015	Hourly	30.807						31.423
			Monthly	5,173.01						5,276.45
			Annual	62,076.11						63,317.35
Electrician	Electrician (Journeyman)	2015	Hourly	34.645						35.338
			Monthly	5,817.47						5,933.84
			Annual	69,809.68						71,206.07
Electronics Technologist	Senior Technologist	2015	Hourly	37.804						38.560
			Monthly	6,347.92						6,474.87
			Annual	76,175.06						77,698.40
Electronics Technologist	Electronic Technologist	2015	Hourly	33.745		34.587	35.539			36.250
			Monthly	5,666.35	5,807.73	5,967.59			6,086.98	
			Annual	67,996.18	69,692.81	71,611.09			73,043.75	
Electronics Technologist	Dialysis Electronic Technologist	2015	Hourly	33.745		34.587	35.539			36.250
			Monthly	5,666.35	5,807.73	5,967.59			6,086.98	
			Annual	67,996.18	69,692.81	71,611.09			73,043.75	
Electronic Technician	Electronic Technician	2015	Hourly	32.168		33.561	34.645			35.338
			Monthly	5,401.54	5,635.45	5,817.47			5,933.84	
			Annual	64,818.52	67,625.42	69,809.68			71,206.07	
Engineer (3rd Class)	Power Engineer (3rd Class)	2080	Hourly	28.770	30.368	31.967				32.606
			Monthly	4,986.80	5,263.79	5,540.95			5,651.71	
			Annual	59,841.60	63,165.44	66,491.36			67,820.48	
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	22.939	23.385	23.897	24.426			24.915
			Monthly	3,851.84	3,926.73	4,012.71	4,101.53		4,183.64	
			Annual	46,222.09	47,120.78	48,152.46	49,218.39		50,203.73	
Groundskeeper Helper / Labourer	Groundskeeper Helper	2015	Hourly	16.053						16.374
			Monthly	2,695.57						2,749.47
			Annual	32,346.80						32,993.61
Trades Helper	Truck Driver / Trades Helper	2015	Hourly	19.604		21.027	23.917			24.395
			Monthly	3,291.84	3,530.78	4,016.06			4,096.33	
			Annual	39,502.06	42,369.41	48,192.76			49,155.93	
Other	Utility Person I	2015	Hourly	20.271		21.652	23.047	23.543	24.459	24.947
			Monthly	3,403.84	3,635.73	3,869.98	3,953.26	4,107.07	4,189.02	
			Annual	40,846.07	43,628.78	46,439.71	47,439.15	49,284.89	50,268.21	
Other	Utility Person II	2015	Hourly	25.943						26.462
			Monthly	4,356.26						4,443.41
			Annual	52,275.15						53,320.93
Maintenance Mechanic	Maintenance Mechanic - PIO	2015	Hourly	31.703						32.337
			Monthly	5,323.46						5,429.92
			Annual	63,881.55						65,159.06
Maintenance Mechanic	Maintenance Mechanic	2015	Hourly	30.001						30.602
			Monthly	5,037.67						5,138.59
			Annual	60,452.02						61,663.03
Refrigeration Mechanic	Refrigeration Mechanic	2015	Hourly	35.313						36.019
			Monthly	5,929.64						6,048.19
			Annual	71,155.70						72,578.29
Painter	Painter (Journeyman)	2015	Hourly	28.430						29.000
			Monthly	4,773.87						4,869.58
			Annual	57,286.45						58,435.00
Plumber	Plumber	2015	Hourly	34.645						35.338
			Monthly	5,817.47						5,933.84
			Annual	69,809.68						71,206.07

⁽¹⁾ Power Engineers (3rd class) start rate is 90% of the full rate (12 month), 6 month rate is 95% of the full rate (12 month).

**Seven Oaks General Hospital and The International Union of Operating Engineers Local 987
Appendix 'A' - Effective: April 1, 2017**

General Increase 0.0%

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**Seven Oaks General Hospital and The International Union of Operating Engineers Local 987
Appendix 'A' - Effective: April 1, 2018**

General Increase 0.0%

Occupational Group	Employer Classification ⁽¹⁾	Annual Hours		Start	6 months	12 months	18 months	24 months	30 months	Year 20
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			Annual	62,076.11						63,317.35
Electrician	Electrician (Journeyman)	2015	Hourly	34.645						35.338
			Monthly	5,817.47						5,933.84
			Annual	69,809.68						71,206.07
Electronics Technologist	Senior Technologist	2015	Hourly	37.804						38.560
			Monthly	6,347.92						6,474.87
			Annual	76,175.06						77,698.40
Electronics Technologist	Electronic Technologist	2015	Hourly	33.745		34.587	35.539			36.250
			Monthly	5,666.35		5,807.73	5,967.59			6,086.98
			Annual	67,996.18		69,692.81	71,611.09			73,043.75
Electronics Technologist	Dialysis Electronic Technologist	2015	Hourly	33.745		34.587	35.539			36.250
			Monthly	5,666.35		5,807.73	5,967.59			6,086.98
			Annual	67,996.18		69,692.81	71,611.09			73,043.75
Electronic Technician	Electronic Technician	2015	Hourly	32.168		33.561	34.645			35.338
			Monthly	5,401.54		5,635.45	5,817.47			5,933.84
			Annual	64,818.52		67,625.42	69,809.68			71,206.07
Engineer (3rd Class)	Power Engineer (3rd Class)	2080	Hourly	28.770	30.368	31.967				32.606
			Monthly	4,986.80	5,263.79	5,540.95				5,651.71
			Annual	59,841.60	63,165.44	66,491.36				67,820.48
Groundskeeper / Gardener	Groundskeeper	2015	Hourly	22.939	23.385	23.897	24.426			24.915
			Monthly	3,851.84	3,926.73	4,012.71	4,101.53			4,183.64
			Annual	46,222.09	47,120.78	48,152.46	49,218.39			50,203.73
Groundskeeper Helper / Labourer	Groundskeeper Helper	2015	Hourly	16.053						16.374
			Monthly	2,695.57						2,749.47
			Annual	32,346.80						32,993.61
Trades Helper	Truck Driver / Trades Helper	2015	Hourly	19.604		21.027	23.917			24.395
			Monthly	3,291.84		3,530.78	4,016.06			4,096.33
			Annual	39,502.06		42,369.41	48,192.76			49,155.93
Other	Utility Person I	2015	Hourly	20.271		21.652	23.047	23.543	24.459	24.947
			Monthly	3,403.84		3,635.73	3,869.98	3,953.26	4,107.07	4,189.02
			Annual	40,846.07		43,628.78	46,439.71	47,439.15	49,284.89	50,268.21
Other	Utility Person II	2015	Hourly	25.943						26.462
			Monthly	4,356.26						4,443.41
			Annual	52,275.15						53,320.93
Maintenance Mechanic	Maintenance Mechanic - PIO	2015	Hourly	31.703						32.337
			Monthly	5,323.46						5,429.92
			Annual	63,881.55						65,159.06
Maintenance Mechanic	Maintenance Mechanic	2015	Hourly	30.001						30.602
			Monthly	5,037.67						5,138.59
			Annual	60,452.02						61,663.03
Refrigeration Mechanic	Refrigeration Mechanic	2015	Hourly	35.313						36.019
			Monthly	5,929.64						6,048.19
			Annual	71,155.70						72,578.29
Painter	Painter (Journeyman)	2015	Hourly	28.430						29.000
			Monthly	4,773.87						4,869.58
			Annual	57,286.45						58,435.00
Plumber	Plumber	2015	Hourly	34.645						35.338
			Monthly	5,817.47						5,933.84
			Annual	69,809.68						71,206.07

⁽¹⁾ Power Engineers (3rd class) start rate is 90% of the full rate (12 month), 6 month rate is 95% of the full rate (12 month).

*Please note that there is a \$0.60 wage differential between journeyman and non-journeyman carpenters. An employee who attains the Journeyman Certificate in the trade he is currently a non-Journeyman during the term of this Collective Agreement shall receive an additional sixty (60) cents per hour, effective the pay period following proof of said Certificate is received by the Employer.

Note: Start rate for Power Engineer 3rd Class is 90% of the full rate (12 month)
6 month rate for Power Engineer 3rd Class is 95% of the full rate (12 month)

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.

MEMORANDUM OF UNDERSTANDING

BETWEEN

SEVEN OAKS GENERAL HOSPITAL

AND

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

RE: Twelve Hours Shift

This is to certify that the I.U.O.E. Local 987 and the management of Seven Oaks General Hospital mutually agree to continue the twelve hour shift for the Power Engineers who are on rotating shifts.

1. The regular working hours shall not exceed a shift of twelve hours in any one day.
2. The hours of work shall be based on an average of forty (40) hours per week. The difference between thirty-eight and three-quarters ($38 \frac{3}{4}$) and forty (40) hours per week shall be paid to the Power Engineers at time and one-half ($1 \frac{1}{2} \times$) the regular rate of pay.
3. There shall be three (3) 20 minute rest periods during each twelve (12) hour period of work.
4. Compensation of authorized overtime shall be paid at the rate provided for in the Collective Agreement.
5. Employees required to work on their regular day of rest shall be paid at overtime rates and guaranteed work for the full twelve (12) hour shift.
6. Special holidays for which special rates apply will continue to be paid at premium rates for the actual hours on any holiday.
7. Paid days off in lieu of a holiday will be based on an eight (8) hour day.
8. Shift premium applies on night shift and on four (4) hours of the day shift.
9. Income protection credits (sick leave) will be reduced by the actual number of hours utilized.
10. Annual vacation may be taken in twelve (12) hour days until vacation time allotted is utilized.
11. This memorandum, however, shall not prevent trial and implementation of changes in shift length, if mutually agreed between a majority of the employees whose schedules are affected and Seven Oaks General Hospital.

12. All other provisions of the current Collective Agreement not specified in this Memorandum shall apply to the Power Engineers.

When a shift engineer is on the maintenance cycle (8 hours - 8:00 a.m. - 4:00 p.m. inclusive of meal periods) he shall be paid at the applicable overtime rate for all hours worked outside of his regularly scheduled hours.

Shift rotation patterns for employees covered by this Letter of Understanding will be five (5) weeks.

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

MEMORANDUM OF AGREEMENT

between

**THE MANITOBA REGIONAL HEALTH AUTHORITY, INC.
on behalf of its participating Facilities:**

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

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

RE: Training and Educational Fund

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

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

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

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

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

LETTER OF UNDERSTANDING

between

SEVEN OAKS GENERAL HOSPITAL

and

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

RE: Article 9 – Job Classification

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

Signed this ____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

LETTER OF UNDERSTANDING

Between

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

- and -

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

RE: Interpretation of 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.

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

LETTER OF UNDERSTANDING

between

SEVEN OAKS GENERAL HOSPITAL

and

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

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.

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

MEMORANDUM OF AGREEMENT

Regarding

STAFF MOBILITY

Between

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

- and the -

International Union of Operating Engineers, Local 987

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

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

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

NOW THEREFORE the parties agree as follows:

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

*lesser notice may be given only in exceptional circumstances.

- b) The Employer(s) and Union(s) shall meet within 30 days of notice provided for in 4(a) to discuss issues arising out of the transfer of employees.
- c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):

- positions affected at the sending facility
- number of vacancies and new positions created at the receiving facility
- up-to-date seniority lists
- pertinent classification information
- relevant time frames

5. Staff Mobility

A. Transfers with Programs

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

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

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

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

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

B. Temporary Transfer of Employees

- i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- ii) Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.

- iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's collective agreement.
- iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserve the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- v) Orientation as set out in (5)(a)(iii) above will be provided if reasonably possible.

C. Voluntary Transfers to Vacancies

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

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

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

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

6. Seniority

- A. Seniority lists will be maintained in accordance with the Collective Agreements for internal purposes at each facility.
- B. Mobility seniority for the purposes of this memorandum will be calculated as follows:

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

- C. Transferring employees will be treated in all respects as though they had always been employed at the receiving facility.
- D. To ensure the accuracy of the calculation of the mobility seniority, the Employer(s) will provide sufficient information to verify an accurate calculation has been made.

E. Any employee who:

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

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

7. Staff Mobility Dispute Resolution Mechanism

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

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

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

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

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

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

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

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

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

MEMORANDUM OF AGREEMENT

Between

SEVEN OAKS GENERAL HOSPITAL

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL 987 "A"

RE: JOINT MARKET ADJUSTMENT FUND

The 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.

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

MEMORANDUM OF UNDERSTANDING

Between

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

and the

INTERNATIONAL UNION OF OPERATING ENGINEERS
LOCAL 987

RE: Implementation and Interpretation of the "Memorandum of Understanding Regarding Staff Mobility within the Nine Facilities of the WRHA System" (hereinafter referred to as "Staff Mobility Agreement")

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

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

Seniority

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

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

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

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

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

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

Other Provisions

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

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

Signed this _____ day of _____, 2019

SEVEN OAKS GENERAL HOSPITAL

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

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

PURPOSE:

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

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

2. SENIORITY:

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

3. TRIAL PERIOD:

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

4. NEW AND VACANT POSITION:

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

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

5. TRANSFER OF SERVICE/MERGER/AMALGAMATION:

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

6. PORTABILITY OF BENEFITS:

The following benefits are portable:

- 6.01 Accumulated income protection benefits/sick leave credits.
- 6.02 Length of employment applicable to rate at which vacation is earned.
Length of employment applicable to pre-retirement leave.

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

- 6.04 Length of employment for the purpose of qualifying to join benefit plans, e.g. two (2) year pension requirement.
- 6.05 Benefits: An incoming employee is subject to the terms and conditions of the receiving facilities benefit plans, however, normal waiting periods would be waived, subject to the applicable benefit plans' terms and conditions.
- 6.06 Salary Treatments:
- a) If range is identical, then placed step-on-step;
 - b) If the range is not identical, then placement will be at a step on the range which is closest (higher or lower) to the employee's salary at the time of layoff.

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

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 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 Young
Paul Kirk
[Signature]
[Signature]
[Signature]
[Signature]

FOR UNIONS:

Steve Giesbrecht
[Signature]
Walter [Signature]
R. P. O'Brien MCEU
[Signature] MCEU
[Signature] PSAC
[Signature]
[Signature] MCEU
[Signature]
John Peterson UOE

PARTICIPATING EMPLOYERS FOR REDEPLOYMENT PRINCIPLES

Altona Community Memorial Health Centre
Arborg & District Health Centre
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)
East View Lodge (Neepawa)
East-Gate Lodge Inc. (Beausejour)
Ebenezer Home for the Aged (Altona)
Elkwood Manor (Elkhorn)
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:
Lundar Personal Care Home
Eriksdale Personal Care Home
E.M. Crowe Memorial Hospital (Eriksdale)
Ashern Personal Care Home
Lakeshore General Hospital (Ashern)
Leaf Rapids Health Centre
Lions Prairie Manor (Portage)
Lorne Memorial Hospital (Swan Lake)
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)
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 General Hospital
Winnipegosis Personal Care Home

APPENDIX "B"

PARTICIPATING UNIONS

Canadian Union of Public Employees

Manitoba Nurse's Union

Manitoba Association of Health Care Professionals

Manitoba Government Employees Union

International Union of Operating Engineers

United Food and Commercial Workers

Public Service Alliance of Canada

Professional Institute of the Public Service Canada

Service Employees International Union