

**COLLECTIVE AGREEMENT**

**BETWEEN**

**MISERICORDIA HEALTH CENTRE**

**- and -**

**INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 987**

**APRIL 1, 2016 TO MARCH 31, 2019**



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**PREAMBLE:**

**WHEREAS** the employer and the Union desire to:

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

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 5520.
- 102 New classifications, created during the term of this 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 recurrent basis on jobs

which have been determined as being within the bargaining unit except in cases of training or emergency.

- 410 The amount of dues deducted shall be certified to the Employer over the signature of a responsible Officer of the Union.
- 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 meeting with the Employer, the number of employees attending as representatives of the Union who shall suffer no loss in pay, shall be as follows:
- a) In the case of a grievance, the griever(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 of two (2) representatives.

- 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 Hospital recognizes the role of Union executives, grievance committees, negotiating committees and stewards in labour/management relations and shall not discriminate against them.
- 504 The Business Representative of the Union shall be permitted to meet with an employee during his working hours upon notification to the Employer, with the understanding that:
- a) the Union will take into account the legitimate interest of the Employer in ensuring that the operation of the workplace is not unduly disrupted; and
  - b) the Employer will take into account the legitimate interest of the Certified Bargaining Agent in facilitating communication between its representatives and employees in the unit at the workplace.

## **ARTICLE 6 - NON-DISCRIMINATION**

- 601 It is agreed that there shall be no discrimination, interference, restriction, harassment or coercion knowingly exercised or practiced by the Employer, the Union, or any employee by reason of:
- ancestry, including color and perceived race
  - ethnic background or origin
  - age
  - nationality or national origin
  - political belief, association or activity
  - religion or creed
  - sex, including pregnancy
  - marital status or family status
  - sexual orientation
  - physical or mental disability
  - place of residence
  - membership or activity in the union,

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

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

## **ARTICLE 7 - DEFINITIONS**

- 701 An "employee" is a person employed by the Employer as defined below in one of the occupational classifications within the scope of this Agreement.
- 702 A "full-time" employee is one who regularly works the full prescribed hours of work specified in Article 17.
- 703 A "part-time" employee is one who regularly works less than full time hours, but not less than one 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, Plant Services, the Power 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 Power Engineers covered by this Collective Agreement to carry out their duties in accordance with the rules and regulations of The Power Engineers Act of Manitoba and other pertinent regulations in regard to the safe operations of pressure vessels.
- 803 Subject to the supervision and direction of the Director, Plant Services and the Assistant Director, Plant Services the Plant Services Supervisor of related trades, involved in the operation of the Plant Services department shall have full charge of the maintenance and installation of all equipment and may be involved in the decision making process regarding all mechanical equipment and electrical equipment.
- 804 The Employer will not require Power Engineers to carry out work on which unskilled labour is usually employed, except such work requiring the maintenance of an acceptable level of cleanliness and state of repair in the power house.

## **ARTICLE 9 - JOB CLASSIFICATION**

- 901 In the event that the Employer establishes or proposes to establish a new classification, or if there is a change in the job content of an existing classification and provided that the new or revised classification falls within the bargaining unit, the Union shall receive a copy of the job description and accompanying salary range. The term "preferred" in a job description or job posting, will not be deemed to be a necessary or required qualification for that job.

- 902 Unless the Union objects in writing within thirty (30) days following such notification, the classification and salary range shall become established and form part of Appendix "A" of this Agreement.
- 903 If the Union files 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 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 Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Manitoba Labour Board for determination.
- 910 If at any time the Employer changes an existing job description the employee(s) and Union will receive the revised copy of same.
- 911 The Employer agrees that all employees in all classifications not possessing the required secondary education, for example Grade XII, will be deemed to possess the equivalent secondary education while working in their current classification and site. This is applicable to all employees on staff on date of signing of this Agreement.**

## **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 within seven (7) calendar days of the receipt of the written grievance.

1010 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.

1011 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.

1012 A grievance arising from a dismissal may be initiated at the site administrator or designate level.

1013 The time periods designated in the grievance procedure may be extended by mutual agreement and shall be confirmed in writing.

1014 In the case of a reprimand, an employee may request the assistance of a Unionized Steward at any time during the exchange with the immediate supervisor outside the bargaining unit, site administrator or designate and he has the right to be represented by the Union Steward unless he refuses such assistance.

## **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 reinstated under the grievance procedure.
  - c) Is laid off for more than thirty-six (36) months.
  - d) Fails to report for duty within fourteen (14) calendar days after notification to do so by registered letter to his last known address.
  - e) Fails to report for work as scheduled at the end of a leave of absence, vacation, or suspension, without reasonable explanation.
  - f) Is promoted out of the bargaining unit and completes the necessary trial period.

NOTE: 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 continue to accrue if an employee:
- a) Is on any period of paid leave of absence.
  - b) Is on any period of paid income protection.
  - c) Is on any period of paid vacation.
  - d) Is on any period of Workers Compensation.
  - e) Is on layoff of eighteen (18) weeks or less.
  - f) is on any period of unpaid leave of absence up to 4 weeks.
- 1205 The length of seniority will determine the level of benefit entitlement of such benefits as vacation. Actual entitlement in any calendar year for vacations will be based on paid hours (as specified in the Hours of 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 The Employer will, within one (1) month following written request by the Union, compile and submit a seniority list, including the names of all members of the bargaining unit, along with their length of service for seniority purposes. In periods when layoffs are anticipated, updated information will be delivered to the Union.
- 1207 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.
- 1208 a) All promotions and voluntary transfers are subject to a three (3) month trial period.
- 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 one (1) full pay period from the date of the written request, or sooner if mutually agreed.

1209 Upon promotion, an employee shall receive a salary applicable to his new classification which provides an increase above his former salary.

**1210 Layoff Procedure**

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 is 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 Procedure**

- 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 The Employer agrees to post notice of all vacancies within the scope of this Agreement, stating required qualifications, for a period of not less than two (2) calendar days prior to advertisement outside the Facility.

1213 The provision in Article 1209 shall not preclude the Employer from subsequently advertising vacancies to the public.

1214 Each employee who applies for a posted vacancy will be notified in writing of the disposition of his application.

1215 Employees shall be encouraged to improve their abilities by participation in available training programs.

1216 Employees writing examinations for any class of certificate or special course relating to his trade shall be paid for time required during regular working hours to write said examination, providing prior approval is received from the Director, Plant Services or designate.

1217 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, Plant Services for approval. Approved leaves will be covered by the current Facility Policy.

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

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

### **ARTICLE 13 - INCOME PROTECTION**

1301 An employee who is absent from scheduled work due to illness or disability, quarantine, or medical, dental or chiropractic examination or treatment or because of an accident or illness, for which compensation is not payable under Workers' Compensation Act or Manitoba Public Insurance shall be entitled to his regular basic pay to the extent that he has accumulated income protection credits subject to the following conditions.

1302 The Employer agrees to recognize income protection credits accumulated prior to the signing of this Collective Agreement.

1303 a) Full-time employees shall accumulate income protection credits at the rate of one and one-quarter (1 1/4) days per month with no maximum.

b) Part-time employees shall accumulate income protection credits at the rate of one and one quarter (1 1/4) days per month on a pro rata basis.

**1304 Income protection for a part-time employee shall be calculated as follows:**

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

1304 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 his first three (3) months of employment.

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

1307 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.

### 1308 **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 seventy percent (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.

**1309 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.

- h) It is agreed that the following will be implemented on a trial basis during the life of this Collective Agreement. Where a work assessment period or a modified return to work is recommended by MPIC, the Employer shall make every reasonable effort to arrange for such assessment/return subject to the MPIC covering all related costs.
- 1310 An employee who is unable 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, apply for an unpaid sick leave of absence up to a maximum period of twelve (12) months. If the employee is unable to resume his normal duties at the expiry of his 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 for vacancies within the bargaining unit. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer, in writing, of his ability to resume work at least five (5) calendar days prior to the date of his intended return. The Employer reserves the right to require an employee to provide an acceptable medical certificate attesting the employee's ability to return to work to perform the normal duties of his job.
- 1311 Upon written request, the Employer shall provide the employee in writing of the amount of his accrued income protection.
- 1312 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".
- 1313 The Union agrees to meet with the Employer to review Income Protection in order to ensure that it is utilized in accordance with Article 1301.
- 1314 Benefit plan changes to be as agreed to with central Union support tables and as currently being planned for implementation across the health care system.

#### **ARTICLE 14 - ANNUAL VACATION WITH PAY**

- 1401 Every employee hired before May 1st will be granted vacation at his basic rate of pay during the ensuing vacation year, which extends from May 1st to April 30th.
- 1402 An employee who has completed less than one (1) year's continuous employment as of April 30th will be granted vacation based on a percentage of hours worked during the ensuing vacation year. Such employee may, on request, also receive sufficient leave of absence without pay to complete any partial week of vacation.
- 1403 An employee who has completed one (1) year's continuous employment as of April 30th will be granted three (3) weeks vacation at his basic rate of pay during the ensuing vacation year. (For Power Engineers, three (3) weeks equals 120 working hours off at regular rate of pay).
- 1404 Annual vacation shall be earned at the rate of twenty (20) working days per year commencing in the fourth (4th) year of employment (for Power Engineers, four (4) weeks equals 160 working hours off at regular rate of pay).
- 1405 Annual vacation shall be earned at the rate of twenty-five (25) working days per year commencing in the eleventh (11th) year of employment, (for Power Engineers, five (5) weeks equals 200 working hours off at regular rate of pay).
- 1406 Annual vacation shall be earned at the rate of thirty (30) working days per year commencing in the twenty-first (21st) year of employment, (for Power Engineers, six (6) weeks equals 240 working hours off at regular rate of pay).
- 1407 The whole of the vacation year shall be available for the taking of vacations, subject to the minimum staffing required, as determined by the Director, Plant Services.
- 1408 The seniority of employees will be recognized in assigning vacation choices by the following method:
- a) The Employer will post a vacation entitlement list by seniority sequence not later than March 31st each year and allow employees to express their preference as to choice of vacation time up to and including April 30th.
  - b) The Employer will post an approved vacation schedule not later than May 15th and such vacation 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 1408(c) he shall be dropped to the bottom of the seniority list for preference for next year's vacations.

- 1409 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.
- 1410 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.
- 1411 For purposes of determining the level of vacation entitlement, continuous employment shall include any period during which seniority is accrued under Article 12.
- 1412 An employee shall be entitled to receive his vacation in an unbroken period, unless otherwise mutually agreed upon between the employee and the Employer.
- 1413 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.
- 1414 In recognition of length of service, each full-time employee shall receive one additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5<sup>th</sup>) (i.e. 25<sup>th</sup>, 30<sup>th</sup>, 35<sup>th</sup>, 40<sup>th</sup>, 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 For the purpose of this Collective Agreement general paid holidays shall be:

New Year's Day (January 1st)	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day (December 25th)
Canada Day (July 1)	Boxing Day (December 26th)
August Civic Holiday	Louis Riel Day

and any other statutory or public holiday as declared by the Federal, Provincial, or Local Government authority.

1502 Employees who are required to work on any of the above days will be paid at double time their basic salary plus one regular day's pay. Time off, at regular pay in lieu of the holiday, shall be offered as an alternative to the additional pay. Such time off shall be the choice of the employee affected. If time off is elected it must be taken within six (6) months after the general holiday.

1503 Where a general holiday falls during the period of an employee's vacation, the period of vacation shall be lengthened by one (1) working day to include the holiday.

1504 If a general holiday falls on a day on which an employee is receiving income protection benefits, it shall be paid as a holiday and not deducted from income protection credits.

1505 The Employer shall recognize the calendar day of the holiday as in 1501 for the purpose of observance.

1506 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 will be required to submit a written request for any leave of absence referred to in this Collective Agreement. These requests will specify the reason for the leave and will be considered on an individual basis and be allowed at the sole discretion of the Employer, unless otherwise indicated in this Collective Agreement. Except in emergencies, such requests must be made at least two (2) weeks in advance.



1602 Employees granted a leave of absence with pay shall retain both their seniority and benefits while on leave.

1603 **Bereavement Leave**

Bereavement Leave up to five (5) days without loss of pay shall be granted in the event of a death of a spouse, child, sibling, parent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchild, niece and nephew, common-law partner, fiancé and former legal guardian.

1604 An employee shall be granted up to four (4) regularly scheduled consecutive days leave without loss of pay and benefits in the case of the death of a parent, step-parent, wife, husband, child, stepchild, brother, sister, mother-in-law, father-in-law, common-law spouse, same sex partner, daughter-in-law, son-in-law, brother-in-law, sister-in-law, grandparent, grandparent-in-law, grandchild, former guardian, fiancé and any other relative who had recently been residing in the same household.

Such days may be taken only in the period which extends from the date of death up to and including the day following interment or four (4) calendar days following the death, whichever is greater.

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

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

1605 Requests for compassionate leave for purposes other than death, such as illness in the family, personal loss due to fire, theft, etc. shall be considered at the discretion of the Department Head or designee according to individual requirements.

Requests for unpaid Family Leave as per the Employment Standards Code, will be provided in accordance with the Code.

1606 Necessary time off up to one (1) day at basic pay shall be granted an employee to attend a funeral as a pall bearer.

1607 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 Employer any payment received except reimbursement of expenses.

1608 Employees granted leave of absence without pay shall prepay all monthly payroll deductions which will become due during such absence.

1609 **Parental Leave**

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 a least four (4) weeks notice.
- iv) The Centre is entitled to require an employee to stop work in the case of unsatisfactory job performance or if the state of her health as verified by a qualified medical practitioner becomes incompatible with the requirements of her job.
- v) Upon written request by the employee, additional unpaid leave of absence up to eighteen (18) weeks may be granted at the discretion of the Employer. If such leave is granted, the additional time shall be paid from the employee's annual vacation entitlement before the further unpaid leave is taken.

b) Parental Leave

- i) In order to qualify for Parental Leave an employee must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
- ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Centre an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.
- iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence Adoption Leave upon one (1) day's notice provided that such application for such leave is made when the adoption has been approved and the Centre is kept informed of the progress of the adoption proceedings.

- iv) An employee who qualifies in accordance with (i), (ii) and (iii) will be granted Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. If requested by the employee extensions to leaves under this clause will be granted if reasonably possible.
  - c) Any vacation earned up to the time of the commencement of leave will be available to be taken following the employee's return from Parenting Leave.
  - d) Subject to (e) below, Parental Leave must commence no later than the first (1<sup>st</sup>) anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
  - e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Centre.
  - f) A full-time employee who is commencing a leave of absence under 1608 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. 1608 h) will not be used in a pyramiding fashion with Article 1609 f). Leaves for part time employees will be prorated
- 1610 Where an employee's child requires hospitalization during the period of Parenting Leave granted under 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 1609 b) iv).
- 1611 An employee returning to work from Parenting Leave shall provide the Centre with no less than two (2) weeks notice of the planned return date. Unless otherwise mutually agreed between the employee and the Centre, on return the employee shall be placed in her former position or a comparable position if the former job classification is no longer available.
- 1612 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) The regular working hours for "Maintenance Personnel" shall be seven and one-half (7 1/2) hours in one day and seventy-five (75) hours per bi-weekly period, exclusive of meal periods. A week shall be five (5) consecutive days, Monday to Friday.
- b) The regular working hours for Power Engineers shall be eight (8) hours in one day or eighty (80) hours per bi-weekly period inclusive of meal periods. The difference between seven and one-half (7 1/2) and eight (8) hours per day shall be paid to Power Engineers at overtime rates, based on the understanding contained in Appendix "A".
- 1702 The meal period shall be schedules by the Employer and shall not exceed one-half (1/2) of an hour.
- 1703 A rest period of fifteen (15) minutes will be allocated by the Employer during each continuous three (3) hour period of work
- 1704 Subject to the Employer being notified, employees shall be allowed to interchange shifts by mutual agreement of the employees so long as overtime costs do not result for the Employer.
- 1705 Employees shall not be scheduled to work a split shift.
- 1706 Employees who are scheduled to work and so report and are sent home by the Employer shall be paid three (3) hours pay for reporting to work if the Employer is responsible for the scheduling error.
- 1707 a) Except as provided in 1707 b), there shall be a minimum of eight (8) hours rest period between the conclusion of any overtime worked and the next regularly scheduled shift. However, if the Employer is unable to provide such eight (8) hour rest period the Employer shall have the option of either deferring the actual starting time of the employee's next regularly scheduled shift, in effect reducing the hours of the next shift, in order to provide the eight (8) hour rest period, or overtime rates shall be paid to the affected employee for the next shift. In the event that the starting time of the employee's next shift is deferred the employee shall receive pay for the entire scheduled shift at straight time rates. Where the completion of the eight hour rest period would leave two hours or less remaining of the ensuing regular scheduled shift, the employee will not be required to return for that entire shift but will be paid for the full shift.
- b) Where an employee is called into work within two (2) hours of his next scheduled shift and provided the employee has not already been called in to work since the completion of his last scheduled shift, the rest period will not apply.

The Employee will be paid the minimum call back and will receive the regular rate for the regular shift.

- 1708 a) This Article, however, shall not prevent trial and implementation of changes in shift length or regular working hours if mutually agreed between a majority of the employees or employee whose schedule is affected and the Employer except as outlined below in 1708 (b).
- b) Based on operational requirements it is recognized that the Employer may vary the start and finish times of regular working hours for up to fifteen (15) working days per calendar year per employee.
- c) Upon discussion with the affected employee(s) the Employer will post a schedule for a minimum of a four (4) week period two (2) weeks in advance of the beginning of any scheduled period involving shift changes as in 1708(b).
- d) The Director, Plant Services, shall make every effort to schedule all work between the hours of 0800 and 1600. However, where it is not possible to do so, the above in 1708(b) will apply.
- e) Changes in shifts as per 1708(b) above will be divided as equally as possible among the affected employees.

#### **ARTICLE 18 – OVERTIME**

1801 Overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours established in accordance with Article 17.

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

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

- 1803 a) An employee who is called back and works outside of his regular working hours shall be paid for a minimum of three (3) hours at overtime rates, and after 2400 hours (Midnight) a minimum of four (4) hours at overtime rates.
- b) When an employee is consulted by telephone outside of their regular working hours and is authorized to handle bona fide work-related matters without returning to the workplace, the following shall apply:
- i) An employee who has not completed his regular daily or bi-weekly hours of work shall be paid at his basic rate of pay for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at his basic rate of pay for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
  - ii) An employee who has completed his regular daily or bi-weekly hours of work shall be paid at the applicable overtime rate for the total accumulated time spent on telephone consultation(s). If the total accumulated time spent on telephone consultation(s) is less than fifteen (15) minutes, the employee shall be compensated at the applicable overtime rate for a minimum of fifteen (15) minutes. Accumulated time spent on telephone consultations extending beyond 15 minutes shall be compensated at the next higher 15-minute interval.
  - iii) For purposes of calculation as per a) and b) above, accumulated time spent on telephone consultations shall be calculated from 0001 to 2400 hours daily.
  - iv) Employees consulted by telephone outside of their regular working hours shall document all calls received and shall submit a log of all such calls to their supervisor for processing.
- 1804 All overtime periods shall include a paid rest period of fifteen (15) minutes during each continuous three (3) hour period of duty.
- 1805 No employee shall be required to work overtime against his wishes provided other qualified employees are available and willing to perform the required work.
- 1806 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.
- 1807 All overtime hours on any General Holiday which was an employee's scheduled day off, will be paid at two and one-half (2 ½) times the employee's basic salary.
- 1808 Employees shall be paid for one (1) thirty (30) minute lunch break (at overtime rates) during overtime periods of up to one (1) shift.

- 1809 A "call-back" shall be any return to work between an employee's regularly scheduled hours of work except as per Article 1802 c).
- 1810 An employee shall not be required to lay-off during regular hours to equalize any overtime worked.
- 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 Employees shall be entitled to bank overtime equivalent to the normal full-time bi-weekly hours. Any overtime in excess of this will automatically be paid out through regular payroll on the regular payday. Banked overtime to the maximum of the normal full-time bi-weekly hours will be paid out automatically at the end of the fiscal year (March 31st).

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

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

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

## **ARTICLE 19 - SHIFT / WEEKEND PREMIUM / TRANSPORTATION ALLOWANCE**

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

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



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

#### **ARTICLE 20 - NO 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 Department Head, as soon as reasonably possible, shall advise the affected employee in writing outlining the action taken and the reasons for the action. A copy shall be immediately forwarded to the Union shop steward and the Union Office, unless the affected employee requests that the matter not be referred to the Union shop steward and the Union Office.

2104 An employee shall be informed as soon as reasonably possible of any specific or general dissatisfaction or complaint about his work performance or employment record. Written evidence of such notification and the employee's reply, if any, shall become part of his Personnel file.

2105 Employees shall have the opportunity to examine their Personnel file upon written request. Only one (1) such file shall be maintained.

2106 If written evidence is filed in an employee's file and not discussed with the employee, giving the employee an opportunity to defend himself, it shall not be considered as valid information.

2107 The record of any disciplinary action, specific or general dissatisfaction, or complaint about an employee's work performance or employment record shall automatically be reviewed six (6) months after the occurrence of the incident.

## **ARTICLE 22 - TECHNOLOGICAL CHANGE**

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

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

- a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- c) If the Union and 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 Layoff 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 - STAFF MANAGEMENT COMMITTEE**

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

common accord) for the purpose of discussing Employer-Employee relations and other matters of mutual concern, provided always that those matters expressly provided for in this Collective Agreement shall not be deemed fit subjects for discussion at such meetings without consent of both groups; and provided further that no matter shall be raised for discussion that has not first been discussed by representatives of the Union with the Employer's management personnel through the current organization structure.

2302 Any employee called back to the Facility on his regular time off work for a meeting shall be paid a minimum of three (3) hours pay at his basic salary.

2303 Any employee attending a meeting on his regular time off work called by the Union shall not receive any remuneration for this attendance.

#### **ARTICLE 24 - PRE-RETIREMENT LEAVE**

2401 a) Full-time employees retiring in accordance with the provisions of Healthcare Employees Pension Plan, whether or not enrolled in the Pension Plan shall be granted a pre-retirement leave on the basis of four (4) days per year of employment (seniority).

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

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

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

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

2403 Upon written request from an employee retiring between October 1st and December 31st, the Employer agrees to defer payment of the employee's 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 Schedules outlined in Appendix "A" attached to and forming part of this Agreement.

2502 Increments for employees on a salary schedule shall be payable on their anniversary date.

2503 Salary increments for part-time employees on a salary schedule will be granted after the completion of each 1950 hours (or appropriate yearly hours as per current contract) until the maximum of the appropriate salary schedule 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 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 safety shoes for each employee requesting same subject to the following:

a) Effective January 1, 2010, an allowance of one hundred fifteen dollars (\$115.00) shall be paid to each employee on January 1 of each year.

b) Replacement as necessary will occur where safety shoes are damaged due to work conditions.

c) To qualify for the above noted allowance an employee must wear safety shoes at all times while at work in the facility.

d) New employees will receive the allowance upon completion of their probationary period.

## **ARTICLE 27 - RESPONSIBILITY PAY**

2701 The following allowances will be paid in recognition of Power Engineers 2nd class assuming responsibilities normally performed by maintenance personnel and/or the Director, Plant Services or designate.

2702 Power Engineers 2nd Class will receive an allowance of seventy cents (70¢) an hour 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 seventy cents (70¢) per hour worked will apply once and will not be applied in a pyramiding fashion.

## **ARTICLE 28 - TEMPORARY TRANSFER**

2801 a) In the event the Employer requires employees travel to alternate work locations the following conditions will be observed:

- (i) The Employer will give as much advance notice as reasonably possible with a minimum of two (2) weeks advance notice.
- (ii) Temporary transfers will be of a maximum duration of five (5) calendar days.
- (iii) Temporary transfers will be equally distributed between employees who are qualified to perform the work.

b) All terms and conditions of the Collective Agreement shall apply.

c) The Employer will provide transportation for trips beyond the city limits. For trips within the city limits, an employee shall be paid mileage allowance or taxi fare as per the transportation allowance outlined in the Collective Agreement.

d) There will be no penalty or collection of any deductible from an employee involved in an accident while driving an Employer supplied vehicle on Employer business.

e) The Employer will pay to the employee as soon as possible upon return any amounts owing to the employee, for meals, accommodation or transportation upon submission of receipts.

- f) Employees are entitled to cash advances for anticipated expenses related to a trip.
- g) Employees will be entitled to their regular rate of pay for travel time to and from the alternate work location during regular working hours. Travel time and work outside of regular working hours shall be at overtime rates in accordance with the Collective Agreement.

**ARTICLE 29 – TOOLS**

- 2901 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.
- 2902 Employees shall not use their own personal tools in the performance of their duties with the Employer.
- 2903 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 30 - TEMPORARY ASSIGNMENT OF DUTIES**

- 3001 In the event an employee is assigned temporarily to a higher paid position by the Department Head or his representative to other duties within the bargaining unit, for the majority of a given shift, he shall be paid the minimum rate or the next highest step above his present salary in the pay range of the higher position whose duties he is assigned to perform. No employee shall perform the work of a higher paid classification unless the afore-mentioned conditions are met.
- 3002 An employee temporarily taking over a lower paid position will not have his salary reduced.

**ARTICLE 31 - DENTAL PLAN**

- 3101 The parties agree that the Healthcare Employees Benefit Plan Dental Plan will be in effect on a 50-50 cost shared basis.

**ARTICLE 32 - SPECIAL UNDERSTANDINGS RE PART-TIME EMPLOYEES**

- 3201 Applicable to part-time employees who work less than one (1) shift per bi-weekly period on a regular continuing basis:
  - a) Vacation with pay shall be calculated as follows:

Hours actually worked    X    Entitlement of a full-time employee

## Full-time hours

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, compassionate leave and paid leave of absence for part-time employees shall be calculated as follows:

Average bi-weekly hours of  
part-time employees X Entitlement of a full-time employee  
Full-time bi-weekly hours

- c) A part-time employee shall receive pay for each of the General Holidays named in Article 15(a) proportionate to the hours he has actually worked in the four (4) week period immediately preceding the week in which the General Holiday occurs:

Hours actually worked in  
preceding four (4) weeks X One (1) regular day's pay  
150 hours (for maintenance  
personnel) or 160 hours (for  
Power Engineers)

## ARTICLE 33 - SPECIAL UNDERSTANDINGS RE CASUAL EMPLOYEES

The terms of this Collective Agreement will apply to casual employees only as follows:

- 3301 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.
- 3302 Casual employees will receive vacation pay bi-weekly at the rate of six percent (6%) of the hours worked in a bi-weekly pay period.
- 3303 Casual employees are paid in accordance with the salaries specified in Appendix "A".
- 3304 Casual employees will be entitled to the shift premium outlined in Article 19.
- 3305 Casual employees required to work on a General Holiday shall be paid in accordance with Article 15.
- 3306 Casual employees will be entitled to compensation for overtime worked in accordance with Article 18.

3307 The Employer agrees to deduct union dues in an amount specified by the Union in any pay period for which the casual employee received any payment in accordance with Article 4.

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.

3308 A casual employee reporting for work as requested by the Employer and finding no work available will be guaranteed three (3) hours pay at his basic rate of pay.

3309 A casual employee shall have no seniority rights over regular full-time or part-time employees in matters of hiring, transfer, promotion, demotion, layoff or recall.

3310 Articles 10 and 11 herein apply only with respect to the terms of this Article.

**3311 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 34 - EMPLOYERS DISASTER AND FIRE ORDERS**

3401 The Employer Disaster and Fire Orders, if brought into effect due to an emergency or drill shall override the provisions of this Collective Agreement, provided always that where overtime is worked by reason of a disaster or fire drill, compensating time off shall be granted, or payment in lieu at the discretion of the employee affected.



## ARTICLE 35 - DISABILITY AND REHABILITATION PLAN

3501

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 36 - COMPASSIONATE CARE LEAVE

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

- 3601 An employee shall receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the following conditions:
- a) An employee must have completed at least (30) days of employment as of the intended date of leave.
  - b) An employee who wishes to take a leave under this section must give the employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
  - c) An employee may take no more than two periods of leave, 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.
- 3602 For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
- a) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - b) the family member requires the care or support of one or more family members.
- 3603 The employee must give the employer a copy of the physician's certificate as soon as possible.
- 3604 A family member for the purpose of this article shall be defined as:
- (a) a spouse or common-law partner of the employee;
  - (b) child of the employee or a child of the employee's spouse or common-law partner
  - (c) a parent of the employee or a parent of the employee's spouse or common-law partner;
  - (d) a brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
  - (e) a current or former foster parent of the employee or of the employee's spouse or common-law partner

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

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

3606 Seniority shall accrue as per Article 12.

3607 Subject to the provisions of 1312, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.

3608 In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 1603.

#### **ARTICLE 37 - BULLETIN BOARDS**

3701 The Union shall be allowed to use existing bulletin boards located in the appropriate department.

3702 The Union agrees to comply with any reasonable request to remove posted material on the grounds that it is damaging to the Employer.

#### **ARTICLE 38 - TERMINATION OF EMPLOYMENT**

3801 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

3802 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.

3803 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.

3804 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 39 - RETROACTIVITY**

3901 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.

3902 All employees covered by this Collective Agreement who have left the employ of the Employer between April 1, 2008 and the date of the signing of this Collective Agreement, will only, upon making personal written application to the Hospital within thirty (30) calendar days of the signing of this agreement, receive retroactive compensation as provided for in 3601 above.

## 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.***

**Misericordia Health Centre and The International Union of Operating Engineers Local 987  
Appendix 'A' - Effective: April 1, 2016**

General Increase 2.0%

Occupational Group	Employer Classification <sup>(1) (2)</sup>	Annual Hours	Start	6 months	12 months	18 months	24 months	36 months	Year 20	
Carpenter / Locksmith	Carpenter (Journeyman)	1950	Hourly	<b>30.807</b>					<b>31.423</b>	
			Monthly	5,006.14					5,106.24	
			Annual	60,073.65					61,274.85	
Carpenter / Locksmith	Carpenter - Supervisor	1950	Hourly	<b>33.401</b>					<b>34.069</b>	
			Monthly	5,427.66					5,536.21	
			Annual	65,131.95					66,434.55	
Electrician	Electrician (Journeyman)	1950	Hourly	<b>34.645</b>					<b>35.338</b>	
			Monthly	5,629.81					5,742.43	
			Annual	67,557.75					68,909.10	
Electrician	Electrical - Supervisor	1950	Hourly	<b>37.266</b>					<b>38.011</b>	
			Monthly	6,055.73					6,176.79	
			Annual	72,668.70					74,121.45	
Electronics Technologist	Biomedical Engineering Technologist I	1950	Hourly	<b>29.721</b>		<b>30.988</b>	<b>32.307</b>	<b>33.730</b>	<b>34.575</b>	<b>35.267</b>
			Monthly	4,829.66		5,035.55	5,249.89	5,481.13	5,618.44	5,730.89
			Annual	57,955.95		60,426.60	62,998.65	65,773.50	67,421.25	68,770.65
Electronics Technologist	Electronic Technologist	1950	Hourly	<b>33.745</b>		<b>34.587</b>	<b>35.539</b>		<b>36.250</b>	
			Monthly	5,483.56		5,620.39	5,775.09		5,890.63	
			Annual	65,802.75		67,444.65	69,301.05		70,687.50	
Electronics Technologist	Electronic Technology - Lead Hand	1950	Hourly	<b>36.849</b>					<b>37.586</b>	
			Monthly	5,987.96					6,107.73	
			Annual	71,855.55					73,292.70	
Electronics Technologist	Electronic Technology - Supervisor	1950	Hourly	<b>38.159</b>					<b>38.922</b>	
			Monthly	6,200.84					6,324.83	
			Annual	74,410.05					75,897.90	
Engineer 2nd Class	Power Engineer (2nd Class)	2080	Hourly	<b>37.208</b>					<b>37.952</b>	
			Monthly	6,449.39					6,578.35	
			Annual	77,392.64					78,940.16	
Engineer 2nd Class	Maintenance Power Engineer (2nd Class)	1950	Hourly	<b>37.208</b>					<b>37.952</b>	
			Monthly	6,046.30					6,167.20	
			Annual	72,555.60					74,006.40	
Engineer 3rd Class	Power Engineer (3rd Class)	2080	Hourly	<b>28.770</b>		<b>30.368</b>	<b>31.967</b>		<b>32.606</b>	
			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	
Trades Helper	Trades Helper	1950	Hourly	<b>19.718</b>		<b>21.152</b>	<b>22.603</b>		<b>23.055</b>	
			Monthly	3,204.18		3,437.20	3,672.99		3,746.44	
			Annual	38,450.10		41,246.40	44,075.85		44,957.25	
Industrial Mechanic	Industrial Mechanic (Journeyman)	1950	Hourly	<b>33.734</b>					<b>34.410</b>	
			Monthly	5,481.78					5,591.63	
			Annual	65,781.30					67,099.50	
Industrial Mechanic	Industrial Mechanic - Lead Hand	1950	Hourly	<b>35.046</b>					<b>35.747</b>	
			Monthly	5,694.98					5,808.89	
			Annual	68,339.70					69,706.65	
Refrigeration Mechanic	Refrigeration Mechanic (Journeyman)	1950	Hourly	<b>34.289</b>					<b>34.975</b>	
			Monthly	5,571.96					5,683.44	
			Annual	66,863.55					68,201.25	
Painter	Painter (Journeyman)	1950	Hourly	<b>28.430</b>					<b>29.000</b>	
			Monthly	4,619.88					4,712.50	
			Annual	55,438.50					56,550.00	
Painter	Painter - Lead Hand	1950	Hourly	<b>29.728</b>					<b>30.323</b>	
			Monthly	4,830.80					4,927.49	
			Annual	57,969.60					59,129.85	
Plumber	Plumber (Journeyman)	1950	Hourly	<b>34.645</b>					<b>35.338</b>	
			Monthly	5,629.81					5,742.43	
			Annual	67,557.75					68,909.10	
Plumber	Plumber / Refrigeration - Supervisor	1950	Hourly	<b>37.266</b>					<b>38.011</b>	
			Monthly	6,055.73					6,176.79	
			Annual	72,668.70					74,121.45	
Other	Network & Operations Technician	2080	Hourly	<b>23.196</b>		<b>24.740</b>	<b>25.746</b>	<b>26.782</b>	<b>27.800</b>	<b>28.356</b>
			Monthly	4,020.64		4,288.27	4,462.64	4,642.21	4,818.67	4,915.04
			Annual	48,247.68		51,459.20	53,551.68	55,706.56	57,824.00	58,980.48
	Supervisory Differential - Carpenter		Hourly	<b>2.594</b>						
	Supervisory Differential - Electrical, Electronic Technology, Plumber/Refrigeration		Hourly	<b>2.620</b>						
	Lead Hand Differential - Painter		Hourly	<b>1.296</b>						
	Lead Hand Differential - Electronic Technology		Hourly	<b>1.311</b>						
	Lead Hand Differential - Industrial Mechanic		Hourly	<b>1.311</b>						

<sup>(1)</sup> 3rd Class Engineers who attain a 2nd class Power Engineer Certificate shall receive a premium of 50¢ per hour above their hourly rate.

<sup>(2)</sup> 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)."

**Misericordia Health Centre and The International Union of Operating Engineers Local 987  
Appendix 'A' - Effective: April 1, 2017**

General Increase 0.0%

Occupational Group	Employer Classification <sup>(1) (2)</sup>	Annual Hours	Start	6 months	12 months	18 months	24 months	36 months	Year 20
Carpenter / Locksmith	Carpenter (Journeyman)	1950	Hourly	30.807					31.423
			Monthly	5,006.14					5,106.24
			Annual	60,073.65					61,274.85
Carpenter / Locksmith	Carpenter - Supervisor	1950	Hourly	33.401					34.069
			Monthly	5,427.66					5,536.21
			Annual	65,131.95					66,434.55
Electrician	Electrician (Journeyman)	1950	Hourly	34.645					35.338
			Monthly	5,629.81					5,742.43
			Annual	67,557.75					68,909.10
Electrician	Electrical - Supervisor	1950	Hourly	37.266					38.011
			Monthly	6,055.73					6,176.79
			Annual	72,668.70					74,121.45
Electronics Technologist	Biomedical Engineering Technologist I	1950	Hourly	29.721	30.988	32.307	33.730	34.575	35.267
			Monthly	4,829.66	5,035.55	5,249.89	5,481.13	5,618.44	5,730.89
			Annual	57,955.95	60,426.60	62,998.65	65,773.50	67,421.25	68,770.65
Electronics Technologist	Electronic Technologist	1950	Hourly	33.745		34.587	35.539		36.250
			Monthly	5,483.56		5,620.39	5,775.09		5,890.63
			Annual	65,802.75		67,444.65	69,301.05		70,687.50
Electronics Technologist	Electronic Technology - Lead Hand	1950	Hourly	36.849					37.586
			Monthly	5,987.96					6,107.73
			Annual	71,855.55					73,292.70
Electronics Technologist	Electronic Technology - Supervisor	1950	Hourly	38.159					38.922
			Monthly	6,200.84					6,324.83
			Annual	74,410.05					75,897.90
Engineer 2nd Class	Power Engineer (2nd Class)	2080	Hourly	37.208					37.952
			Monthly	6,449.39					6,578.35
			Annual	77,392.64					78,940.16
Engineer 2nd Class	Maintenance Power Engineer (2nd Class)	1950	Hourly	37.208					37.952
			Monthly	6,046.30					6,167.20
			Annual	72,555.60					74,006.40
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
Trades Helper	Trades Helper	1950	Hourly	19.718		21.152	22.603		23.055
			Monthly	3,204.18		3,437.20	3,672.99		3,746.44
			Annual	38,450.10		41,246.40	44,075.85		44,957.25
Industrial Mechanic	Industrial Mechanic (Journeyman)	1950	Hourly	33.734					34.410
			Monthly	5,481.78					5,591.63
			Annual	65,781.30					67,099.50
Industrial Mechanic	Industrial Mechanic - Lead Hand	1950	Hourly	35.046					35.747
			Monthly	5,694.98					5,808.89
			Annual	68,339.70					69,706.65
Refrigeration Mechanic	Refrigeration Mechanic (Journeyman)	1950	Hourly	34.289					34.975
			Monthly	5,571.96					5,683.44
			Annual	66,863.55					68,201.25
Painter	Painter (Journeyman)	1950	Hourly	28.430					29.000
			Monthly	4,619.88					4,712.50
			Annual	55,438.50					56,550.00
Painter	Painter - Lead Hand	1950	Hourly	29.728					30.323
			Monthly	4,830.80					4,927.49
			Annual	57,969.60					59,129.85
Plumber	Plumber (Journeyman)	1950	Hourly	34.645					35.338
			Monthly	5,629.81					5,742.43
			Annual	67,557.75					68,909.10
Plumber	Plumber / Refrigeration - Supervisor	1950	Hourly	37.266					38.011
			Monthly	6,055.73					6,176.79
			Annual	72,668.70					74,121.45
Other	Network & Operations Technician	2080	Hourly	23.196	24.740	25.746	26.782	27.800	28.356
			Monthly	4,020.64	4,288.27	4,462.64	4,642.21	4,818.67	4,915.04
			Annual	48,247.68	51,459.20	53,551.68	55,706.56	57,824.00	58,980.48
	Supervisory Differential - Carpenter		Hourly	2.594					
	Supervisory Differential - Electrical, Electronic Technology, Plumber/Refrigeration		Hourly	2.620					
	Lead Hand Differential - Painter		Hourly	1.296					
	Lead Hand Differential - Electronic Technology		Hourly	1.311					
	Lead Hand Differential - Industrial Mechanic		Hourly	1.311					

<sup>(1)</sup> 3rd Class Engineers who attain a 2nd class Power Engineer Certificate shall receive a premium of 50¢ per hour above their hourly rate.

<sup>(2)</sup> 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)."

**Misericordia Health Centre and The International Union of Operating Engineers Local 987  
Appendix 'A' - Effective: April 1, 2018**

General Increase 0.0%

Occupational Group	Employer Classification <sup>(1) (2)</sup>	Annual Hours	Start	6 months	12 months	18 months	24 months	36 months	Year 20
Carpenter / Locksmith	Carpenter (Journeyman)	1950	Hourly	30.807					31.423
			Monthly	5,006.14					5,106.24
			Annual	60,073.65					61,274.85
Carpenter / Locksmith	Carpenter - Supervisor	1950	Hourly	33.401					34.069
			Monthly	5,427.66					5,536.21
			Annual	65,131.95					66,434.55
Electrician	Electrician (Journeyman)	1950	Hourly	34.645					35.338
			Monthly	5,629.81					5,742.43
			Annual	67,557.75					68,909.10
Electrician	Electrical - Supervisor	1950	Hourly	37.266					38.011
			Monthly	6,055.73					6,176.79
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Electronics T echnologist	Biomedical Engineering T echnologist I	1950	Hourly	29.721	30.988	32.307			35.267
			Monthly	4,829.66	5,035.55	5,249.89	5,481.13	5,618.44	5,730.89
			Annual	57,955.95	60,426.60	62,998.65	65,773.50	67,421.25	68,770.65
Electronics T echnologist	Electronic T echnologist	1950	Hourly	33.745		34.587	35.539		36.250
			Monthly	5,483.56		5,620.39	5,775.09		5,890.63
			Annual	65,802.75		67,444.65	69,301.05		70,687.50
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Engineer 2nd Class	Power Engineer (2nd Class)	2080	Hourly	37.208					37.952
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			Annual	77,392.64					78,940.16
Engineer 2nd Class	Maintenance Power Engineer (2nd Class)	1950	Hourly	37.208					37.952
			Monthly	6,046.30					6,167.20
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Trades Helper	Trades Helper	1950	Hourly	19.718		21.152	22.603		23.055
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			Annual	38,450.10		41,246.40	44,075.85		44,957.25
Industrial Mechanic	Industrial Mechanic (Journeyman)	1950	Hourly	33.734					34.410
			Monthly	5,481.78					5,591.63
			Annual	65,781.30					67,099.50
Industrial Mechanic	Industrial Mechanic - Lead Hand	1950	Hourly	35.046					35.747
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Other	Network & Operations T echnician	2080	Hourly	23.196	24.740	25.746			28.356
			Monthly	4,020.64	4,288.27	4,462.64	4,642.21	4,818.67	4,915.04
			Annual	48,247.68	51,459.20	53,551.68	55,706.56	57,824.00	58,980.48
	Supervisory Differential - Carpenter		Hourly	2.594					
	Supervisory Differential - Electrical, Electronic T echnology, Plumber/Refrigeration		Hourly	2.620					
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	Lead Hand Differential - Electronic T echnology		Hourly	1.311					
	Lead Hand Differential - Industrial Mechanic		Hourly	1.311					

<sup>(1)</sup> 3rd Class Engineers who attain a 2nd class Power Engineer Certificate shall receive a premium of 50¢ per hour above their hourly rate.

<sup>(2)</sup> 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)."



- # 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**  
**MISERICORDIA HEALTH CENTRE**  
**- and the -**  
**INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987**

**Power Engineer 2nd Class - Approximate salaries to be calculated as follows:**

- a) Effective April 1, 2008 -  
 7 1/2 hours x 30.411/hr. = \$ 228.082  
 1/2 hr \$22.808 per 1/2 hr. = \$ 22.808  
 TOTAL 8 hour (daily payment) \$ 250.890

NOTE: Overtime rate for 1/2 hour =  $\frac{\$ 30.411 \times 1 \frac{1}{2}}{2} = \$ 22.808$

- b) Effective April 1, 2009 -  
 7 1/2 hours x 31.449/hr. = \$ 235.868  
 1/2 hr \$23.587 per 1/2 hr. = \$ 23.587  
 TOTAL 8 hour (daily payment) \$ 259.455

NOTE: Overtime rate for 1/2 hour =  $\frac{\$ 31.449 \times 1 \frac{1}{2}}{2} = \$ 23.587$

- c) Effective April 1, 2010 -  
 7 1/2 hours x 32.442/hr. = \$ 243.315  
 1/2 hr \$24,332 per 1/2 hr. = \$ 24.332  
 TOTAL 8 hour (daily payment) \$ 267.647

NOTE: Overtime rate for 1/2 hour =  $\frac{\$ 32.442 \times 1 \frac{1}{2}}{2} = \$ 22.166$

- c) Effective April 1, 2011 -  
 7 1/2 hours x 33.467/hr. = \$ 251.002  
 1/2 hr \$25.100per 1/2 hr. = \$ 25.100  
 TOTAL 8 hour (daily payment) \$ 276.102

NOTE: Overtime rate for 1/2 hour =  $\frac{\$ 33.467 \times 1 \frac{1}{2}}{2} = \$ 22.166$

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE MISERICORDIA HEALTH  
 CENTRE:

FOR THE OPERATING ENGINEERS  
 OF MANITOBA, LOCAL 987:

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MISERICORDIA HEALTH CENTRE**

**- and the -**

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

**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.

FOR THE MISERICORDIA HEALTH  
CENTRE:

FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:

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**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**THE MANITOBA HEALTH ORGANIZATIONS, INC.  
(on behalf of its participating Facilities)**

**i.e. Concordia Hospital  
Dauphin General Hospital  
Health Sciences Centre  
Misericordia Health Centre  
Seven Oaks General Hospital  
Deer Lodge Centre Incorporated  
Salvation Army Grace General Hospital  
Winnipegosis General Hospital**

**- and the -**

**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.

**FOR THE MISERICORDIA HEALTH  
CENTRE:**

**FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:**

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# MEMORANDUM OF UNDERSTANDING

## BETWEEN

### MISERICORDIA HEALTH CENTRE

#### and the

### INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 987

#### RE: 12 HOUR SHIFTS

This is to certify that the above parties mutually agreed to a twelve (12) hour shift schedule for Power Engineers 2nd Class working rotating shifts. This Agreement shall form part of the Collective Agreement between the parties.

The attached shift schedule rotates every twelve (12) weeks and may be amended by mutual agreement between the Employer and a majority of the affected Power Engineers 2nd Class working rotating shifts.

#### 1. Hours of Work

a) The regular working hours for Power Engineers 2nd Class working rotating shifts shall be twelve (12) hours in one (1) day or an average of eighty (80) hours per biweekly period, inclusive of meal breaks. The difference between eleven and one-quarter (11 1/4) hours per day and twelve (12) hours per day shall be paid to Power Engineers 2nd Class working rotating shifts at one and one-half (1 1/2) times the regular rate of pay.

b) The Maintenance Power Engineers 2nd Class will work a three (3) week cycle as follows:

i) First Week	Monday - Wednesday Thursday Friday	7 ½ hours/day 12 hours/day 7 ½ hours/day
ii) Second Week	Monday - Thursday Friday	7 ½ hours/day Day off
iii) Third Week	Monday - Wednesday Thursday Friday	7 ½ hours/day 12 hours/day 7 ½ hours/day

The above will apply except where the Maintenance Power Engineers 2nd Class is required to work as a Relief Power Engineer during periods of illness, vacations or for other periods of absences of the Power Engineers 2nd Class working rotating shifts, per the attached shift schedule.

- c) There shall be three (3) twenty (20) minute rest periods during each twelve (12) hour work period.
2. Overtime
- a) Authorized overtime shall be paid at the rate provided for in the Collective Agreement.
3. Recognized Holidays
- a) Recognized holidays for which special rates apply will continue to be paid at these rates for actual hours worked on the day of the holiday. Hours worked immediately preceding or following the actual holiday will be paid at the regular rate of pay.
  - b) An employee who is eligible for pay for a recognized holiday not worked will receive regular earnings for eight (8) hours.
  - c) Paid days off in lieu of the holiday will be based on an eight (8) hour day. Employees may take two (2) twelve (12) hour shifts off at regular pay in lieu of twenty-four (24) hours with pay which equals three (3) recognized holidays.
4. Shift Premium
- a) Shift premium will be paid between 1600 - 0800 hours.
5. Responsibility Pay
- a) Responsibility pay will be paid to Power Engineers 2nd Class for all hours worked between 1600 - 0800 hours inclusive from Monday to Friday and for all hours worked on Saturdays, Sundays and Recognized Holidays.
6. Income Protection
- a) Income Protection Credits (sick leave) shall be reduced by the actual number of hours utilized.
  - b) Income protection credits will continue to be accumulated at the rate of one and one-quarter (1 1/4) days per month as per Article 1303 (a) and 1303 (b).
7. Annual Vacation with Pay
- a) Annual vacation time may be taken in twelve (12) hour days until vacation time allotted is utilized.

8. Miscellaneous

- a) All provisions of the current Collective Agreement not specified in this Agreement shall apply to the Power Engineers 2nd Class.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE MISERICORDIA HEALTH  
CENTRE:

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FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:

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**POWER ENGINEERS - 12 HOUR SHIFT SCHEDULE  
MISERICORDIA HEALTH CENTRE**

KEY	WEEK 1							WEEK 2							WEEK 3							WEEK 4						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>N</b>	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
<b>D</b>	3	3	2		1	1	1	4	4	3	3	2	2	2	1	1	4		3	3	3	2	2	1		4	4	4
<b>M</b>	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0
<b>O</b>	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 1 4	1 3	1 3	1 3
	WEEK 5							WEEK 6							WEEK 7							WEEK 8						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>N</b>	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
<b>D</b>	3	3	2	2	1	1	1	4	4	3		2	2	2	1	1	4		3	3	3	2	2	1	1	4	4	4
<b>M</b>	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0
<b>O</b>	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4	1 3	1 3	1 3	2 4	2 4	1 3	1 3 4	2 4	2 4	2 4	1 3	1 3	2 4	2 4	1 3	1 3	1 3
	WEEK 9							WEEK 10							WEEK 11							WEEK 12						
	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S
<b>N</b>	1	1	4	4	3	3	3	2	2	1	1	4	4	4	3	3	2	2	1	1	1	4	4	3	3	2	2	2
<b>D</b>	3	3	2		1	1	1	4	4	3		2	2	2	1	1	4	4	3	3	3	2	2	1		4	4	4
<b>M</b>	8	8	8	1 2	8	0	0	8	8	8	1 2	8	0	0	8	8	8	8	0	0	0	8	8	8	1 2	8	0	0
<b>O</b>	2 4	2 4	1 3	1 2 3	2 4	2 4	2 4	1 3	1 3	2 4	2 3 4 3	1 3	1 3	1 3	2 4	2 4	1 3	1 3	2 4	2 4	2 4	1 3	1 3	2 4	1 2 4	1 3	1 3	1 3

**Key: N = Nights D = Days M = Maintenance Engineers Hours O = Off**



The shift schedule will rotate every 12 weeks.

Pay periods will include weeks 2-3, 4-5, 6-7 etc. OR 1-2, 3-4, 5-6 etc.

Overtime at one and one-half ( $1 \frac{1}{2}$ ) times is paid on hours over 75 hours to 80 hours per pay period for regular shifts worked. Extra shifts worked are paid at normal overtime rates.

The shift premium is paid for all hours of a night shift and 4 hours of every day shift.

Responsibility pay is paid for all hours of a night shift and 4 hours of every day shift from Monday to Friday and all hours of weekend or General Holiday shifts.

Pay for General Holidays worked = 12 hours x (2 times the regular hourly rate) plus 8 hours at regular pay.

Pay for General Holidays off = 8 hours regular pay.

8 hours off in lieu of pay for a General Holiday may be taken.

The average yearly regular hours per Power Engineer working shifts = 2079 hours (3 years @ 2076 hours and 1 year @ 2088 hours).

The Maintenance Power Engineer works 120 hours /3 weeks =  $\frac{52}{3} \times 120$  hours = 2079.9 hours per year.

Every third weekend is 3 days off.

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**MISERICORDIA HEALTH CENTRE**

**- and the -**

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

**RE: SUPERVISORY DIFFERENTIAL**

The above named parties do hereby agree that Supervisory Differentials to be applied at Misericordia Health Centre shall be determined as follows:

1. Establish an "average trade rate" based on the Misericordia Health Centre's / Deer Lodge Centre's hourly rate of pay for the following Journeyman Trades:
  - Plumber
  - Electrician
  - Refrigeration Mechanic
  - Carpenter
  - PainterThen take eight (8%) percent of the "average trade rate" to determine the Supervisory Differential.

The above is conditional upon the following:

- A tradesman will not receive the Supervisor rate of pay in the Supervisor's absence, for short term absences.
- The Supervisor's rate will only be paid to a tradesman when a Supervisor is absent for periods of time of one full week. For purposes of this application a week shall be defined as five (5) consecutive working days.
- In the event a Supervisor is absent a week (5 consecutive working days) or longer, the Supervisor's rate will be paid retroactive to the first day.
- For periods of a Supervisor's absence of less than one (1) week, Responsibility Pay shall be paid to the Tradesman.

The Lead Hand Painter (Journeyman) shall receive fifty percent (50%) of the supervisory differential outlined in 2. above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE MISERICORDIA HEALTH CENTRE:

FOR THE OPERATING ENGINEERS OF MANITOBA, LOCAL 987:

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\_\_\_\_\_

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\_\_\_\_\_

# MEMORANDUM OF UNDERSTANDING

between

**MISERICORDIA HEALTH CENTRE**

and the

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

**RE: JOINT MARKET ADJUSTMENT FUND**

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

Criteria:

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

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

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

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

October 1, 2014 - \$80,000.00

October 1, 2015 - \$80,000.00

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

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

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE MISERICORDIA HEALTH CENTRE:

FOR THE OPERATING ENGINEERS OF MANITOBA, LOCAL 987:

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\_\_\_\_\_  
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\_\_\_\_\_

**LETTER OF UNDERSTANDING**

**between**

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

**and**

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

**RE: HEPP INTERPRETATION**

With regard to the application of Article 24:01 (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 24:01 (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.

FOR THE MISERICORDIA HEALTH  
CENTRE:

FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:

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**MEMORANDUM OF UNDERSTANDING**

**between**

**MISERICORDIA HEALTH CENTRE**

**and the**

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

**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.

FOR THE MISERICORDIA HEALTH CENTRE:

FOR THE OPERATING ENGINEERS OF MANITOBA, LOCAL 987:

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# MEMORANDUM OF AGREEMENT

Regarding

## STAFF MOBILITY

between

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

- and the -

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

**WHEREAS** it is the desire of, and in the best interest of; the parties to work toward the avoidance of job loss by providing for the mobility of employees within the 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 posting/recall procedures in the applicable collective agreement(s).

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

- ii) Employees who are transferred in accordance with this memorandum shall retain seniority as described in (6) below, service and other portable benefits as set out in the Letter of Understanding on Redeployment Principles, and will be treated in all respects as if they had always been employees of the receiving facility.
- iii) The receiving facility will provide an orientation period to employees transferring to a new program site. The orientation period shall be of sufficient duration to assist the employee in becoming acquainted with essential information such as policies and procedures, routines, location of supplies and equipment, and fire and disaster plans.



- iv) No new probationary/trial period will be 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.

FOR THE MISERICORDIA HEALTH  
CENTRE:

FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:

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# MEMORANDUM OF UNDERSTANDING

between

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

- and the -

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

## **RE: IMPLEMENTATION OF STAFF MOBILITY**

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

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

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

### **Seniority**

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

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

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

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

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

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

### **Other Provisions**

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

- b) Parking expenses shall be reimbursed to the employee by the Employer.
- c) The employee shall be eligible for transportation reimbursement for travel in accordance with the Province of Manitoba mileage rates subject to a minimum guarantee of four dollars (\$4.00).

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

FOR THE MISERICORDIA HEALTH  
CENTRE:

FOR THE OPERATING ENGINEERS  
OF MANITOBA, LOCAL 987:

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

**1. PURPOSE:**

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

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

**2. SENIORITY:**

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

**3. TRIAL PERIOD:**

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

**4. NEW AND VACANT POSITION:**

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



a receiving employer, she/he shall relinquish any recall rights to her/his former employer unless she/he is laid off from the receiving employer. Should an employee be laid off from the receiving employer, she/he will be placed back on the recall list with the sending employer for the balance of time she/he would have been on the recall list She/he will also have recall rights in accordance with the Collective Agreement of the receiving employer and be placed back on the Central Redeployment List.

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

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

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

**6. PORTABILITY OF BENEFITS:**

The following benefits are portable:

6.01 Accumulated income protection benefits/sick leave credits.

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

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

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

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

6.06 Salary Treatments:

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

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

**NOTE:**

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

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

**7. OTHER CONDITIONS:**

- 7.01 Hours of service since last increment is not portable for purposes of calculating next increment, if applicable.
- 7.02 Salary and vacation earned to date to be paid out by sending employer.
- 7.03 Banked time including overtime bank, stat bank, to be paid out by sending employer.

**8. TRAINING:**

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

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

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

**10. APPEAL PANEL**

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

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

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

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

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

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

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

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

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

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

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

FOR EMPLOYERS:	FOR UNIONS:
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u> MCEU
<u>[Signature]</u>	<u>[Signature]</u> PSAC
<u>[Signature]</u>	<u>[Signature]</u>
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<u>[Signature]</u>	<u>[Signature]</u>

## 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. (Winnipeg)  
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)  
Elkwood Manor (Elkhorn)  
Ebenezer Home for the Aged (Altona)  
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)  
Rosburn 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  
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