



Hôpital
général

St-Boniface

General
Hospital



Manitoba
Government
and General
Employees'
Union

COLLECTIVE AGREEMENT

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

**MANITOBA GOVERNMENT &
GENERAL EMPLOYEES' UNION**

RESPECTING TRADES

April 1, 2008 to March 31, 2012

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*All changes appear in **bold**.*

THIS AGREEMENT made the 1st day of April, A.D. 2008,

between

ST. BONIFACE GENERAL HOSPITAL, a corporation incorporated under the laws of the Province of Manitoba and operated by "Les Soeurs de la Charite, Soeurs Grises - Sisters of Charity, Grey Nuns",

hereinafter referred to as the "Employer"

OF THE ONE PART,

and

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

hereinafter referred to as the "Union"

OF THE OTHER PART.

Preamble

The primary purpose and concern of the Employer is service to the individual patient rendered both directly thorough the medical and nursing staffs and indirectly through its auxiliary corps which comprises all the other workers in the Hospital. This service is influenced, inspired and motivated by all the considerations with which Christian charity has ennobled and supernaturalized the service of one human being to another. It is clearly understood that at all times and under all circumstances first consideration will be given to the welfare of the patients and to the dictates of social justice. In the application of this Agreement, essential facts brought out in the discussion between representatives of the Union and the Employer are not to be forgotten. Among the principal facts are:

- (a) Hospitals are not industries but an essential community service and because of the services which they render and because they are indispensable to the proper functioning of the state, they are in category by themselves and should be treated as such.

Article 1 Definitions

- 1:01** The word "employee" or "employees" shall mean any person or persons covered by this Agreement.
- 1:02** The words "full-time employees" shall mean any persons who regularly and recurringly work the full prescribed bi-weekly working hours as set out in Article 14:01, exclusive of overtime.
- 1:03** The words "part-time employees" shall mean any persons employed on a regular and recurring basis for less than the full prescribed bi-weekly hours. All benefits available to full-time employees will be made available to part-time employees on a pro-rata basis.
- 1:04** **The words "casual employee" shall mean any person covered by this Agreement employed to replace sick, vacationing, or absent employees and for temporary increases in workloads not to exceed three (3) months.**
- 1:05** A term employee means an employee hired to replace an employee who is on vacation or a leave of absence, or to carry out a special project.
- 1:06** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.
- 1:07** The word "President" shall mean the President or CEO of the Hospital or his duly delegated and appointed assistants.
- 1:08** The words "leave of absence" shall mean a period of absence from work with or without pay granted to the employee at the discretion of the Employer.

- 1:09** The word “promotion” shall mean a change of position which results in an increase in salary as provided in Schedule “A”.
- 1:10** The word “demotion” shall mean a change of position which results in a decrease in salary as provided in Schedule “A”.
- 1:11** The word “transfer” shall mean a change by an employee from one position to another position where the salary rates are equal.
- 1:12** The word “week” shall mean a seven (7) day period which commences on a Saturday and ends on a Friday.

Article 2 Purpose

The purpose of the Agreement shall be:

- 2:01** **The parties to this Agreement mutually desire to cooperate in establishing and maintaining conditions which will promote the harmonious relationship between the Hospital and the Employees covered by this Agreement and in providing methods for a fair and amicable adjustment of any disputes which may arise between them and to promote efficient operation of the Hospital.**
- 2:02** To set forth the terms and conditions of employment relating to remuneration, hours of work, employee benefits, Occupational Health & Safety, and general working conditions affecting all employees covered by this Agreement.
- 2:03** To provide for an amicable means of settling disputes and grievances.

Article 3 Recognition and Scope

- 3:01** The Employer recognizes the Manitoba Government & General Employees’ Union as the sole bargaining agent for the employees of the Employer as defined in the Manitoba Labour Board Certification No. MLB-5926 and employed in classifications outlined in Schedule “A” attached to and forming part of this Agreement.
- 3:02** The Union and its members recognize that the Hospital is an organization devoted to the care of the sick and therefore its purpose cannot be strictly compared to commercial or industrial enterprises.

Article 4 Job Descriptions, Reclassifications and New Classifications

4:01 Job Classification

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.

- 4:02** 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 the Salary Schedule of this Agreement.
- 4:03** If the Union files a written objection, then the parties hereto shall commence discussions, and attempt to reach agreement as to the appropriate salary range. If the salary range of a new or revised classification is adjusted, such adjustment shall be retroactive to the date the new or revised classification came into effect.
- 4:04** If an agreement as to the appropriate salary range cannot be reached, the matter may be referred to Arbitration in accordance with Article 7.

Reclassification

- 4:05** At any time after an employee has been in a classification for three months, he shall have the right to request a review of his classification if he feels that the duties of the job have changed from those of the classification job description.
- 4:06** 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.
- 4:07** If the decision in Article 4:06 is not satisfactory to the employee, he may treat this request for change in classification as a grievance as laid out in Article 7.
- 4:08** 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.
- 4:09** When an employee is reclassified and the salary range adjusted, the effective date of the revised salary range will be from the date the application was made to the **Department Manager**.

Article 5 Union Security and Dues Check Off

- 5:01** Every employee within the scope of this agreement who is a voluntary member of the Union or who hereafter becomes a member of the Union, shall maintain his membership in the Union as a condition of his employment.
- 5:02** Every employee entering the bargaining unit shall, at the date of entering the bargaining unit, sign an application for membership card and pay any current initiation fee that may be required.

- 5:03** Upon request from the Union, the Employer agrees to deduct the monthly union dues each month from the wages of all employees who are liable for such dues under the terms of this Agreement, and to pay the same to the Manitoba Government & General Employees' Union on or before the 20th day of the following month. The Union agrees to notify the Employer in writing not later than the 25th of the month of any changes in the dues schedule and in the case of an increase in dues, to furnish the Employer with the proper authorization to make such changes effective the first day of the following month.
- 5:04** Provided he shall not be responsible for any errors or omissions or subject to any penalties for failure to comply with this article, the Employer shall provide to the Union on the 20th day of each calendar month the names of all employees hired during the preceding calendar month and the date of hiring of same.
- 5:05** The Employer will establish in which pay of each month deductions of union dues will be made. It is understood that the Employer will deduct union dues each month only from employees who are entitled to remuneration with respect to the pay period in which dues deductions are normally made.

Article 6 Probationary Period

- 6:01** All new employees shall be on a probation of **six (6)** months from the date of their employment. However, this shall not preclude the Hospital from extending the probationary period of an employee to a maximum of three (3) additional months. During such probationary period, the employer may, at its sole discretion, dismiss, suspend, discipline or demote such employee and such dismissal, suspension, discipline or demotion shall not be the subject of a grievance.
- 6:02** A written appraisal of employee progress shall be conducted after the first three (3) months of employment and discussed with the affected employee.

Article 7 Grievance Procedure

- 7:01** A grievance shall mean any dispute between an employee, group of employees, or the Union, and the Hospital, regarding the interpretation, application or alleged violation of this Agreement.
- 7:02** At each step of the grievance procedure, the grievor may elect to be represented or accompanied by a Union Representative.
- 7:03** Discussion Stage
- Within five (5) working days of the event giving rise to a grievance, the aggrieved employee shall request a meeting with his immediate supervisor who is outside the bargaining unit, for purposes of resolving the dispute. The employee may elect to be accompanied by his Shop Steward and/or Union Representative at this initial discussion stage.

Step One

If the dispute is not resolved within five (5) working days after being discussed with the immediate supervisor, then the employee shall request a meeting with the **Department Manager** in a further attempt to resolve the issue. The employee has the right to be accompanied by his Shop Steward and/or Union Representative.

Step Two

If the dispute is not resolved within five (5) working days after being discussed with the **Department Manager**, the employee may submit the grievance in writing to the Manager, Employee Relations or designate.

Step Three

If the matter remains unresolved after fifteen (15) working days from submission to the Manager, Employee Relations or designate, it may be referred to arbitration. If either party elects to refer the matter to arbitration, notice must be given to the other party within ten (10) working days thereafter. Should the parties fail to refer the matter to arbitration within the above specified ten (10) working days, the issue will be considered invalid and will not be carried further.

- 7:04** The foregoing time limits may be extended by written mutual consent of the grievor(s) or Union and the Hospital.
- 7:05** Failure of the Union or the employee to comply with any time limits specified herein will result in the grievance being deemed abandoned. This, however, will not prejudice any future related grievances.
- 7:06** For purposes of determining lengths of time in grievance and arbitration procedures, Saturdays, Sundays and General Holidays are excluded.
- 7:07** Grievances concerning promotion, transfer, demotion, suspension or dismissal shall be initiated at Step Two of the grievance procedure within five (5) working days of the date that the employee became aware of the action.
- 7:08** Where an employee terminates his employment in accordance with the terms of the agreement while a grievance on his behalf is in the process of being dealt with under this section, that grievance will be considered withdrawn, inasmuch as it affects the employee, however, the Employer or the Union are not prohibited from pursuing the grievance, if in the future other employees may be affected by the same or similar circumstances or for clarification of any terms of this agreement.

Arbitration Procedure

- 7:09** Within ten (10) days after receipt of written notice of intention to refer a matter to arbitration, the parties shall endeavour to reach agreement as to a sole arbitrator.

- 7:10** Failing agreement as to a sole arbitrator, each party must notify the other of its nominee to an arbitration board (hereinafter referred to as the Board) within the ensuing ten (10) days.
- 7:11** Within ten (10) days following their nomination, the nominees to the Board shall select a mutually acceptable appointee as Chairperson, or forward a request to the Minister of Labour for Manitoba to make such appointment.
- 7:12** It is mutually agreed by both parties to this Agreement that the decision of the sole arbitrator or the majority decision of the Board shall be final and binding upon the Hospital, the Union and the grievor(s).
- 7:13** The sole arbitrator or the Board shall not be empowered to modify this Agreement, or to impose a settlement which is inconsistent with the provisions hereof.
- 7:14** The sole arbitrator or Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations.
- 7:15** The Union and the Hospital agree each to be responsible for one-half (1/2) the total cost of the Chairperson of the Arbitration Board or sole arbitrator. In instances where a Board of Arbitration is used, each party to this Agreement will be responsible for the cost of their nominee to said Board.
- 7:16** Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever or voluntary extension of stipulated time limits.
- 7:17** Grievances arising from suspension or dismissal may be discussed by the Union with the President of the Hospital or his delegate prior to submission of the grievance to arbitration.
- 7:18** All time limits set out in this article are intended to mean business days and do not include Saturdays, Sundays or recognized holidays.

Article 8 Interpretation

- 8:01** Any question of interpretation of this Agreement may be referred by either the Employer or the Union to an Arbitration Board appointed in the manner set out in Article 7 and the decision of the Arbitration Board shall be final and binding on all parties.

Article 9 Seniority

- 9:01** **Seniority shall be defined as the total accumulated regular paid hours from the last date on which the employee commenced work with the Hospital in a position covered by this Agreement. Seniority for part-time employees shall be prorated on a basis of regular paid hours.**

9:02 A seniority roster of all employees shall be prepared by the Hospital at an effective date of December 31st of each year, and a copy forwarded to the Union office. The roster will be posted on the bulletin board by no later than March 31st of each year. The roster shall be open for correction for a period of thirty (30) calendar days from the date of the initial posting on presentation of proof of error by an employee. At the expiration of the thirty (30) days, the seniority list, as corrected within such thirty (30) days, shall be considered to be the accurate seniority list and not subject to further changes until the next posting.

9:03 Seniority will terminate if an employee:

- i) resigns, retires or goes on permanent disability pension;
- ii) is discharged and not reinstated under the grievance procedure;
- iii) is on layoff for a period of more than twelve (12) months;
- iv) fails to reply within seven (7) days, and fails to report for duty within fourteen (14) days from lay-off, after notification to do so.
- v) fails to report for work as scheduled at the end of a leave of absence, vacation or suspension;
- vi) accepts a permanent position outside of the bargaining unit.

9:04 Seniority shall be maintained and continue to accrue during:

- i) leaves of absence of up to and including one (1) month;
- ii) leaves of absence for Workers' Compensation, **Disability & Rehabilitation**, and MPIC of up to two (2) years;
- iii) any period of employer paid income protection;
- iv) Union leave of one (1) year or less;
- v) all parenting leave;
- vi) laid off for a period of twenty-six (26) weeks or less.

9:05 Seniority will be retained but will not accrue if an employee:

- i) is on any unpaid leave of absence approved by the Hospital in excess of one (1) month;
- ii) is on Workers' Compensation, **Disability & Rehabilitation**, and MPIC for a period of more than two (2) years;
- iii) is laid off for a period of more than twenty-six (26) weeks and less than one (1) year;
- iv) is on leave for elected Public Office;

- v) is on temporary promotion outside the bargaining unit of one (1) year or less.

- 9:06** Seniority shall not include periods of work as a casual employee as defined in Article 1:04 except where the casual employee has subsequently been transferred from a full-time temporary position to a full-time permanent position without interruption of continuous employment and, in the case of such exception, his seniority would date from the time he first entered the service of the Employer.
- 9:07** In instances where an out-of-scope position becomes available and such position is for a period of one year or less, employees within the bargaining unit who possess the qualifications as determined by the Hospital, shall be given due consideration for such position.

The employee who accepts the temporary position may return or be returned to his former position within the bargaining unit at any time with the seniority he had accumulated at the date of such move.

- 9:08** An employee returning to the bargaining unit through the provision of this Article will be required to remain in the bargaining unit for a period of three (3) consecutive months before being eligible to utilize the provision of this Article another time, unless otherwise mutually agreed to between the Hospital and the Union.

Any employee who applies for and is awarded a permanent out-of-scope position shall be on a probation of six (6) months and during that period, the Hospital may, in its sole discretion, return the employee to his former position within the bargaining unit. The employee may elect to return to his former position during the probationary period and in both instances, he will re-enter the bargaining unit with the seniority he had accumulated at the date he commenced in the out of scope position. An employee offered a permanent out-of-scope position immediately following a term out-of-scope position of six (6) months or longer may be on probation for three (3) months from the start of his permanent out-of-scope position. In the event an employee is required to serve a further probation period of up to three (3) months, the employee may elect to return to his former position during such further probation period and he will re-enter the bargaining unit with the seniority he had accumulated at the date he commenced in the out-of-scope position.

Article 10 Vacancies, Job Postings and Promotions

- 10:01** Except as provided, all vacancies which fall into the scope of this Agreement shall be posted for a period of seven (7) calendar days. Such postings shall state the classification, bi-weekly hours of work, required qualifications, and normal starting and finishing time. Postings shall be placed on the Human Resources Bulletin Board. A copy of the posting shall be sent to the Union.
- 10:02** Applications shall be submitted in writing to Human Resources utilizing the prescribed application form.

- 10:03** When more than one vacancy is posted at the same time, an employee shall have the right to bid on any or all, stating preference. Should he be given any of the positions for which he applied, he shall not have the right to file a grievance with respect to other positions for which he applied and expressed lower preference.
- 10:04** The position shall be awarded within ten (10) calendar days following the end of the seven (7) calendar day posting period. The selection decision will be posted on the Human Resources bulletin board once the position has been awarded and accepted.
- 10:05** In order to be eligible for a vacancy or promotion, selection shall be based on qualifications, and ability as prescribed by the Employer for the position concerned. Where qualifications and ability are deemed to be relatively equal, seniority shall be the determining factor.
- 10:06** When an employee is promoted, his new and future salary will be determined as follows:
- The new salary will be the rate on his new job title which is next higher to his rate on his former job title.
- The subsequent increment (if any) will be given on the following dates:
- (a) If the new salary is at Level 1 of the new job, his increment will be given after six (6) months [upon completion of his probationary period for a journey-person as outlined in Article 21:06], and subsequent increases given annually thereafter, subject to the provision re: "dates" explained in Article 21:02.
- (b) If the new salary is other than Level 1 salary, all future increments (if any) will be given annually after the date of promotion, subject also to the provision re: "dates" explained in Article 21:02. When an employee is returned to his former position following an unsuccessful promotion trial, the original salary arrangement in the lower position will apply.
- 10:07** The promotion of an employee will be on a three (3) month trial basis. The Union will be informed of the reasons for returning said employee to his former position.
- 10:08** Employees declining promotions shall not lose their seniority.

Article 11 Transfers

- 11:01** The Employer may effect the transfer of an employee. Only unilateral transfer of an employee by the Employer for a period in excess of three (3) months may be the subject of a grievance.

- 11:02** An employee may apply for a transfer to any position posted under Article **10** and be considered in the same manner as he would if the posted position represented a promotion for him.
- 11:03** If a transferred employee is found to be unsatisfactory in his new position within three (3) months of the transfer to that position, he shall be returned to his former position without loss of seniority.

Where an employee is returned to his former position after an unsuccessful trial period, the Union will be furnished with the reasons thereof.

Article 12 Layoffs and Recall

- 12:01** Where there is a reduction in position(s) (jobs) in the bargaining unit, the employee(s) displaced by this reduction will, provided they possess the required qualifications, be allowed to displace any employee in the bargaining unit, in an equal or lower classification, who has less seniority.
- 12:02** When **the workforce is** increased or when vacancies occur which are to be filled by the Employer, employees who had established seniority before being laid-off will be recalled for work in order of their seniority subject to qualifications and ability.
- 12:03** To qualify for recall, employees must file their name and current address with Human Resources.
- 12:04** A laid-off employee must communicate with the Employer within ninety-six (96) hours of his notice of recall being mailed to his recorded address and must be prepared to begin work at the time designated by the Employer. A copy of the letter of notice of recall will be mailed to the Union office at the same time.
- 12:05** A laid-off employee's right to be recalled under this Agreement will be terminated under the following circumstances:
- (a) if he did not communicate with the Employer within the time limits above;
 - (b) if the employee does not return to work within fourteen (14) days from the time he received notice of recall unless on reasonable grounds he is unable to do so;
 - (c) if he has been laid-off more than twelve (12) months without being recalled for a permanent position.

Article 13 Term Positions

- 13:01** A term position is a full-time or part-time position created to replace an employee who is on vacation or on a leave of absence, or to carry out a special project to a maximum duration of one (1) year. This period may be extended if the Hospital so requests and the Union agrees.

It is understood and agreed that the one (1) year duration shall not apply to sick leave or Workers Compensation. Both parties agree to act reasonably in dealing with these matters.

- 13:02** Where the Hospital deems a term position to be of an indefinite length due to illness or injury, the term position shall be posted as such.
- 13:03** An employee returning from such indefinite leave shall provide fourteen (14) days notice to the Hospital who will in turn notify the term employee their position will expire in fourteen (14) days.

This shall not preclude the Hospital from utilizing part-time employees and/or casual employees to work available shifts when the Hospital decides that a term position is not required.

- 13:04** (a) A term employee will be entitled to sick leave entitlement in accordance with Article **19.02**.
- (b) Term employees will be entitled to the shift differential as outlined in Article **26**.
- (c) Term employees are paid in accordance with the salaries specified in Schedule "A" .
- (d) Term employees will be entitled to compensation for overtime worked in accordance with Article **17**.
- (e) At the completion of the work for which a term employee was hired, the Hospital will first consider the term employee whose employment will end, for other vacancies within the bargaining unit, which are not first filled by permanent employees who possess the required qualifications, ability and seniority.
- (f) When a layoff of term employees is required, the layoff shall be in reverse order of seniority **for term employees** within each classification.

Article 14 Leave of Absence

- 14:01** Leave of absence with or without pay may be granted to any employee for good and sufficient reason at the discretion of the Employer.
- 14:02** **Bereavement Leave:** Upon request, a leave of absence with pay of up to four (4) days shall be granted to an employee in the event of the death of his spouse, **common-law spouse**, same-sex partner, child (including step-children and adopted children), parent, brother, sister, guardian (including step-parents and the latest foster-parents), mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchildren and grandparents.

Bereavement leave may be extended by up to one (1) additional day without loss of pay and benefits as may be necessitated by reason of travel to attend the funeral for those family members as defined above.

Upon request, a leave of absence with pay of up to one (1) day shall be allowed to an employee where needed in the event of death of the following: spouse's grandparents, uncles, aunts, nephews and nieces, or in the event that the employee must act as a pallbearer.

Employees attending a funeral as a mourner will be allowed time off for the purpose of attending the funeral without loss of basic pay up to a maximum of one (1) day for those not previously mentioned elsewhere in this Article.

The time off referred to in this Article would not be considered as needed during periods when an employee was not scheduled to be on duty - i.e. - days off, vacations, holidays, and sick leave. Days off shall not form part of the leave in the event of the death of a spouse or child, or in the event that the employee can demonstrate a need for the leave directly related to the death.

14:03 PARENTING LEAVE

Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive leave. An employee shall be granted leave of absence for up to fifty-four (54) weeks where she/he qualifies for Parenting Leave.

Effective April 1, 2010, an employee who qualifies for Maternity Leave may apply for such leave in accordance with either Maternity Leave Plan "A" or Maternity Leave Plan "B".

- 1) Maternity Leave Plan A - 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) if requested, unpaid Maternity Leave of shorter duration may be granted at the discretion of the Employer.**
 - iii) the Employer is entitled to require an employee to stop work if, in the opinion of the Employer staff doctor in consultation with her own doctor, the state of her health becomes incompatible with the requirements of the job.**
- 2) Maternity Leave Plan B – (effective April 1, 2010):**
 - 2.1 In order to qualify for Plan B, a pregnant employee must: have completed six (6) continuous months of employment with the Employer; submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;**

- (a) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;**
- (b) provide the Employer with proof that she has applied for Employment Insurance benefits and that the HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.**

2.2 An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:

- (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and**
- (b) she will return to work on the date of the expiry of her maternity leave and where applicable, her parental leave, unless this date is modified by the Employer; and**
- (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.**

2.3. An employee who qualifies is entitled to a maternity leave consisting of:

- (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 14:03, 2.1(c).**
- (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 14:03, 2.1(c).**

- (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.

2.4 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:

- (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings.
- (c) all other time as may be provided under Article 14:03, 2.3, shall be on a leave without pay basis.

2.5 An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two weeks or one pay period, whichever is longer, before the date she wishes to end the leave.

2.6 Plan B does not apply to temporary employees.

2.7 A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

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

3) Parental Leave - up to thirty-seven (37) weeks of Parental Leave without pay will be granted subject to the following conditions:

- (i) In order to qualify for Parental Leave an employee must be the natural mother of a child; or be the natural father of a child or must assume actual care and custody of his newborn child (Paternity Leave) or adopt a child under the law of the province (Adoption Leave).
- (ii) An employee who qualifies for Parental Leave, except in the case of Adoption Leave as specified below, must submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the intended date of the commencement of the leave.

- (iii) In the case of Adoption Leave, the employee must submit a written request for such leave. The employee may commence adoption leave upon one (1) day's notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings.
- 4) Except as outlined below, any employee must use current annual vacation, (which was earned during the previous vacation year), during the current vacation year. If the current annual vacation is not used, then the Employer has the right to schedule the vacation prior to the end of the current vacation year or pay out any monies owing immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year).
- Where Parenting leave is thirty-seven (37) weeks or less, vacation shall be scheduled and taken in accordance with the provisions of the Collective Agreement. No carry-over of vacation is permitted.
- Any vacation earned up to the time of the commencement of leave in accordance with 14:03 (1), (2), or (3) will be retained and will be available to be taken in the following vacation year.
- 5) Subject to (6) below, Parental Leave must commence no later than the first 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.
- 6) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.
- 7) Paternity Leave - In addition to the above, three (3) paid days of leave of absence shall be granted to the full-time employee during the childbirth and post partum period of his spouse. An employee who is part-time shall be entitled to a pro-rated amount of leave based on the equivalent to full-time status of his position.
- 8) Adoption Leave - In addition to the above, three (3) paid days of leave of absence shall be granted to the full-time employee upon adoption of a child. An employee who is part-time shall be entitled to a pro-rated amount of leave based on the equivalent to full-time status of his position.

14:04 An employee who is absent from work for more than two (2) days without notifying the supervisor or the person in charge of the department at the time, of the reasons for his absence shall, at the discretion of the Employer, be considered to have resigned from the service of the Hospital effective from the last day he worked. Similarly, any employee who does not return from an approved leave of absence within two (2) days of the agreed date shall, at the discretion of the Employer, be considered to have resigned from the service of the Hospital. The dismissal of an employee by virtue of this article may be the subject of a grievance, if the employee's absence and his failure to inform the Hospital could not be avoided by the exercise of reasonable means and precautions. This article does not permit an employee to take leaves of absence of two (2) days or less without obtaining prior permission as outlined in Article **14:01**.

14:05 An employee who wishes to resume his work following a period of absence or sickness is obliged to inform the Employer of his intention to do so in accordance with **Article 13:03**. An employee who does not give prior advise of his return to work as required by this Article and such employee has been replaced by another employee in anticipation of his continued absence may, at the discretion of the Employer, be obliged to take leave of absence without pay.

14:06 **Court Leave**

Employees who are required by law to serve as jurors or subpoenaed witnesses in any court shall be granted leave of absence with regular pay for this purpose, provided that the employee concerned remits to the Hospital any monies received other than for reimbursement of expenses. It is understood this applies only to scheduled hours of work.

14:07 An employee on an approved leave of absence for reason other than sickness or accident for more than thirty (30) days will be guaranteed a job in the same classification, on the same shift and at the same salary he left at the commencement of the leave of absence. Such employee will be given preference at positions which become vacant following their return from a leave of absence.

14:08 Compassionate Care Leave

- 1) 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 (2) 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.
- 2) 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 the family member requires the care or support of one or more family members.
 - 3) The employee must give the employer a copy of the physician's certificate as soon as possible.
 - 4) **A family member for the purpose of this article shall be defined as:**
 - i) A spouse or common-law partner of the employee;**
 - ii) A child of the employee or a child of the employee's spouse or common-law partner;**
 - iii) A parent of the employee or a parent of the employee's spouse or common-law partner;**
 - iv) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;**
 - v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;**
 - vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;**
 - vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv), (v) and (vi);**
 - viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.**
 - 5) 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.

- 6) Seniority shall accrue as per Article 9.
- 7) Subject to the provisions of Article 19:14, an employee may apply to utilize income protection to cover part of the two (2) week Employment Insurance waiting period.
- 8) 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 14:02.

14:09 Pre-Retirement Leave

Employees fifty-five (55) years of age or over, with ten (10) or more complete and continuous years of service with the Hospital, or employees who have completed at least ten (10) years of continuous employment and who meet the “Magic 80” provisions of the Pension Plan, shall be granted pre-retirement leave upon retirement on the basis of four (4) days pay for every year of equivalent full-time employment (i.e. one thousand nine hundred and fifty (1950), or two thousand and fifteen (2015) regular hours worked or paid).

Article 15 Hours of Work and Rest Days

15:01 For employees covered by wage classification Schedule “A”, seven and three-quarters (7 $\frac{3}{4}$) hours shall constitute a regular day’s work and seventy-seven and one-half (77 $\frac{1}{2}$) hours shall constitute a bi-weekly period, with the exception of Shift Engineers and Maintenance Engineers.

Shift Engineers normal hours of work shall consist of twelve (12) hours per day and one hundred sixty (160) hours per four (4) weeks. The normal hours of work for Maintenance Engineers may consist of either eight (8) hours or twelve (12) hours per day and one hundred sixty (160) hours per four (4) weeks.

15:02 Full-time and part-time employees’ shift schedules for a period of not less than two (2) weeks shall be posted at least two (2) weeks before the beginning of the period scheduled. Except in cases of emergency, the schedule shall not be changed without the consent of the employee concerned.

15:03 Except by mutual agreement between the Union and the Hospital, all employees shall receive at least two (2) complete consecutive days off in each week.

15:04 All work performed on an employee’s third and subsequent consecutive weekend shall be paid for at time and one-half his regular rate of pay. For the purpose of this article, weekend shall mean Saturday and Sunday or Sunday and Monday.

Nothing shall prevent the Hospital and the Union from agreeing mutually to shift schedules which are contrary to the provisions of this Agreement with respect to the scheduling of weekends off.

If the employees of the Union design a schedule which provides for more weekends off at no additional cost or loss of service to the Hospital, the Hospital agrees to implement such a schedule.

The Hospital will make every reasonable effort to schedule every second weekend off.

- 15:05** Except during emergencies, every employee shall be entitled to a fifteen (15) minute rest period away from the work station during each three (3) continuous hours worked, at a time scheduled by the Employer. However, at no time will the break period be added to the meal period without the consent of the employee concerned.
- 15:06** **Employees working 7 ¾ hours will be entitled to two (2) 15-minute paid rest periods and one (1) unpaid meal period of 30 minutes at times scheduled by the Employer.**
- 15:07** **Employees working 12 hours will be entitled to two (2) 15-minute paid rest periods, and two (2) meal periods of 30 minutes without pay, at times scheduled by the Employer.**

Article 16 Working Conditions

- 16:01** In case of emergency, an employee may be called on temporarily to perform work not normally required of his job, but an employee will only be required to do tasks which he has the ability to perform.
- 16:02** When there is not sufficient work to keep an employee occupied in his department during normal hours of work, such employee may be employed at other work, but will only be required to do tasks which he has the ability to perform.

Article 17 Overtime

- 17:01** Overtime shall be all time authorized by the Hospital and worked in excess of regular daily or bi-weekly hours established in accordance with Article 15.
- 17:02** 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 (if mutually agreed upon) for the first two (2) hours of overtime, and two (2) times their basic rate of pay or double time (2x) off (if mutually agreed upon) for all additional overtime hours.
- 17:03** An employee who is called and required to work outside his regular working hours shall be paid for a minimum of three (3) hours at overtime rates. Should a call-back to work be received after 2400 hours (midnight), an employee shall be paid for a minimum of four (4) hours at overtime rates.
- 17:04** A full-time employee requested and agreeing to work on his day off shall be paid at overtime rates for all hours worked. Where notice of twenty-four (24) hours has not been provided, the provisions relevant to **17:06** and **17:08** shall apply.

- 17:05** A call back shall be defined as a request to return to work between the stopping and starting time of an employee's regular assigned shift, provided fifteen (15) minutes has elapsed since the completion of the employee's last shift.
- 17:06** Employees required to work overtime in excess of three (3) hours immediately following their regular shift will be allowed a meal in the Hospital **Atrium** at a time to be determined by the Employer. Employees will be able to receive this meal at a maximum cost to the Hospital of seven dollars (\$7.00) **for a purchased meal, and seven dollars (\$7.00) for each additional purchased meal at four (4) hour intervals while working overtime.** The time consumed for the meal period, which shall not exceed thirty (30) minutes, will be considered as working time.
- 17:07** Except during emergencies, all overtime periods shall include a rest period of fifteen (15) minutes away from the work station during each three (3) continuous hours worked, at a time scheduled by the employer.
- 17:08** **If the Hospital requires an employee to return to the Hospital on a call-back, the Hospital shall pay return taxi fare upon receipt of a taxi slip or shall receive reimbursement based on the prevailing Province of Manitoba mileage rate for use of the employee's vehicle. When the Province of Manitoba mileage rate is increased and exceed the above rates the employer will adjust the rate retroactive to the date the Provincial rate takes effect. An employee required to use his personal vehicle for Hospital's business shall be paid the Province of Manitoba mileage rate for all such use of the vehicle.**
- 17:09** If an employee is contacted by telephone outside of his regular working hours regarding a work related matter, and is able to resolve the matter by telephone, he shall receive one (1) hours' pay at regular rates.
- If the employee is eventually required to come to work with respect to a problem on which he has given advice, he will not be entitled to pay for the calls on which he gave advice.
- The employee so called will be expected to exercise good judgement in determining whether he is required to report to work to resolve the problem or whether the problem can be resolved by telephone.
- 17:10** Employees shall receive two and one-half (2 1/2) times their basic rate of pay or two and one-half (2 1/2) times off at basic pay (if mutually agreed upon) for all overtime hours worked on a recognized holiday.
- 17:11** Employees shall not be required to suspend work in one day to absorb overtime in another.

17:12 Course Attendance.

- (A) (i) 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, the employee shall be paid his/her regular pay (at straight time rates).**
- (ii) 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) outside of his/her regular hours of work, 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 shall be changed in accordance with the 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).**
- (B) An employee required by the Hospital to attend educational conferences, workshops, or courses outside the City of Winnipeg and requires an overnight stay of one night or more, shall be paid as follows:**
- (i) Where the employee leaves for, or attends the conference, workshop or course during his/her regular work day, he/she shall be paid his/her regular day's salary for that day.**
- (ii) Where the employee attends a course or conference outside of his/her regular working hours, for each 24 hour period the employee is away, including travel and program time, the employee shall be paid his/her regular day's salary (normal hours @ straight time) - pro-rated for less than 24 hour periods.**
- (iii) 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.**
- (iv) All travel arrangements and accommodations must be approved by the Employer in advance.**

17:13 Every effort will be made to insure that overtime work is equitably distributed amongst employees within the same classification subject to affected employees' qualification.

17:14 At the employee's request, overtime may be banked and shall be compensated by time off at overtime rates, to be taken at a mutually agreed time. Overtime will be accumulated to a maximum of seventy-seven and one-half (77.50) hours. Any overtime in excess of seventy-seven and one-half (77.50) hours shall be paid as earned. At the employee's written request, any banked overtime or portion thereof shall be paid out at any time on a regular pay cheque. All accumulated overtime must be taken as time off or paid out by the end of each fiscal year. Accumulated overtime paid out at the end of the fiscal year shall be on a separate cheque.

Article 18 Recognized Holidays

18:01 The following shall be recognized paid holidays:

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

plus any other statutory holidays as declared by the Federal, Provincial or local government authority which affect the Employer.

18:02 When an employee is required to work on a recognized holiday, he will receive his regular day's pay, plus time and one-half (1 1/2) for all hours worked. If the employee works fewer than two (2) hours, he will be paid a minimum of two (2) hours at the rate of time and one-half (1 1/2).

18:03 The Employer alone shall have the right to determine which employees will be required to work on a recognized holiday. However, reasonable efforts shall be made to distribute this work equitably amongst the departmental employees concerned.

18:04 In accordance with Article **15:02**, when a holiday falls on an employee's regular day off, the day off in lieu of the holiday will be granted in conjunction with the employee's day(s) off, either immediately prior or immediately following the employees' day(s) off, as determined by Hospital policy unless otherwise mutually agreed between the Employer and the employee.

When a recognized holiday occurs during the period of a vacation, by mutual agreement between the Employer and the employee, the employee will be given a day off immediately preceding or following the vacation period.

18:05 When an employee is on a leave of absence with pay due to sickness and a recognized holiday occurs during that period, he will receive a regular day's pay at straight time rates for the holiday, with paid sick leave to resume following the holiday.

18:06 During the calendar year, each employee will receive two (2) recognized holidays off on recognized holidays on which he was scheduled to work.

It is the intent of this article to provide an employee with two (2) long weekends off during the calendar year.

Article 19 Sick Pay and Sick Leave

19:01 During an employee's probationary period, an employee may claim accumulated income protection credits. However, should an employee terminate his employment prior to the expiry of the probationary period, income protection credits paid to him will be deducted from his final pay.

19:02 An employee's sick leave entitlement at any time shall be calculated at the rate of one and one-half (1 1/2) working days for each complete month worked, less any days of sick leave which will have been paid since employment.

Note: For each one and one-half (1.5) days of sick time accumulated, one (1) day shall be reserved exclusively for the employee's personal use as outlined in Article **19:01**. The remaining one-half (.5) of a day shall be reserved for either the employee's personal use as outlined in **18:02**, or for the use in the event of family illness as specified in **19:15**. The employer shall maintain an up-to-date record of the balance of income protection credits reserved for each of these purposes.

The employee's total accumulated income protection credits shall be allocated as follows:

- Eighty percent (80%) of the balance will be reserved for the employee's personal use,
- Twenty percent (20%) of the balance will be reserved for either the employee's personal use or for use in the event of family illness in accordance with **19:15**.

19:03 Sick leave shall not accumulate to the employee's credit for the time he is on a leave of absence if in excess of thirty (30) days.

19:04 A declaration of illness shall be completed by the employee on returning from absence before sick leave is paid.

- 19:05** Where the Hospital has reason to question an employee's fitness to return to duty, the Hospital may request a medical examination by a qualified medical practitioner. Time off without loss of regular pay shall be allowed for such medical examination provided that the examination is performed by the Physician assigned by the Hospital. An employee may be examined by a qualified medical practitioner of his choice, provided that the results of such examination are submitted to the Hospital. Failure to undergo such examination may result in a refusal of permission for him to resume his duties.
- 19:06** If an employee's sick leave credits expire while he is off sick he must, at the expiration of his sick leave, inform the supervisor of his department or person in charge of his inability to return to work and state his expected date of return. He must inform the supervisor of his department or person in charge before the newly agreed date if he is subsequently unable to come on duty as expected.
- 19:07** An employee who becomes injured or ill in the course of performing his duties must report such injury or illness immediately to his supervisor.
- 19:08** An employee unable to work because of a work related injury or illness will inform the Hospital immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payments will be paid directly to the employee by W.C.B.
- 19:09** The employee may forward self payments to the Hospital to ensure the continuation of coverage under the benefit plans. The Hospital will contribute its usual contributions to these benefit plans while the employee contributes.
- 19:10** 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 submit an application to the Hospital requesting an advance subject to the following conditions:

Advance payment(s) shall not exceed the employee's basic salary as defined in Schedule A (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.

The advance(s) 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.

The employee shall reimburse the Hospital by assigning sufficient W.C.B. payments to be paid directly to the Hospital to offset the total amount of the advance.

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 amount of the advance shall be debited against their income protection accumulation.

Upon request, the Hospital will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Hospital.

- 19:11** (a) An employee who has accumulated sufficient sick leave credits may elect to submit an application to the Hospital requesting that the employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary. Regular net salary will be based upon the employee's gross salary (exclusive of overtime and premiums), less income tax, CPP and E.I. contributions. The Hospital's supplement shall be charged to the employee's accumulated sick leave credits, and such supplement shall be paid until the employee's sick leave credits are exhausted, or until one hundred and nineteen (119) calendar days have elapsed since the first day of supplement, whichever is less.
- (b) If at any time it is decided by the W.C.B. that any payment to be made to the employee by the employer must be offset against benefits otherwise payable by the W.C.B., then such payments shall not be payable.
- (c) The Hospital will deduct from the supplement, if sufficient, employee contributions to continue coverage under the Hospital's benefit plans. If the supplement is not sufficient, the employee may forward self payments to the Hospital to ensure the continuation of coverage under the benefit plans. The Hospital will contribute its usual contributions to these benefit plans while the employee contributes.
- 19:12** Where an employee is absent due to injuries or disabilities for which compensation is paid under the Workers Compensation Act, vacation leave and income protection shall accumulate as if the employee was not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 19:13** Should the Hospital change the payroll system, the parties shall meet to further discuss a procedure for dealing with W.C.B. payments.
- 19:14** Time off for medical, dental and chiropractic examinations and/or treatments, including necessary travel time, shall be granted and such time off shall be chargeable against accumulated sick leave. However, where possible, appointments should be made on an employee's day off or after or before working hours.
- 19:15** An employee may utilize family illness days, which have been accumulated in accordance with Article **19:02**, for sudden or serious illness of a spouse, child or parent. The employee has the option to receive compassionate care leave without pay to provide care or support to a seriously ill family member, subject to the conditions outlined in Article **14:08**.

19:16 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize sick leave credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization must be provided by the employee.

19:17 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, have the privilege of arranging for an unpaid sick leave of absence for the period not covered by paid sick leave credits for a maximum period to be set at the rate of one (1) month per year of service up to a maximum of nine (9) months.

If the employee is unable to resume his normal duties at the expiry of this unpaid sick leave of absence, his employment may, at the discretion of the Employer, be considered terminated. An employee so terminated who applied for re-employment with the Hospital immediately upon recovery from his illness shall be given preference over new applicants in hiring, subject to his being approved as acceptable for employment by the Medical Officer of the Employer. An employee who is able to resume work following a period of absence which exceeds one (1) month shall notify the Employer of his ability to resume work at least five (5) calendar days prior to the date of his intended return. Prior to return to work, said employee must be approved as acceptable for employment by the Medical Officer of the Employer.

19:18 An employee unable to report for work due to illness shall inform his supervisor by telephone at least one (1) hour before the commencement of his day shift, three (3) hours before the commencement of his evening or night shift, unless prevented from doing so by circumstances beyond the employee's control. An Employee who fails, without valid reason, to give notice as specified above, will not be entitled to receive income protection benefits for the shift in question.

Article 20 Vacation

20:01 The agreed anniversary date for vacation is the first day of May in each year.

20:02 A full-time employee shall receive an annual vacation pay in accordance with his years of continuous employment, calculated from the first day of May in the one year to the thirtieth day of April of the next year, as follows:

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

A full-time employee, who completes twenty (20) years of continuous full-time service in the employ of the Employer, prior to the vacation period, will be entitled to a one-time bonus of five (5) days bonus vacation.

- 20:03** No vacation will be earned during the periods of leave of absence without pay which exceed one (1) month.
- 20:04** Employees who have been in the service of the Employer less than one (1) year will be granted a vacation with pay on the basis of six percent (6%) of the regular hours worked during the vacation year, May 1st to April 30th.

Upon termination of service, vacation credits shall be calculated in accordance with the schedule set out in Article **20:02** of this Agreement.

- 20:05** The vacation period shall be from January 1st to March 31st of the following year, or a period of fifteen (15) calendar months. All vacation must be taken by March 31st of each fiscal year. Any outstanding vacation will be paid out at the end of the fiscal year. Where the Employer finds it possible to do so, it will give priority in the selection of dates to employees having the most seniority within their operating units.
- 20:06** Deadline for vacation applications shall be April 1st of each year with the approved vacation schedule posted May 1st. An employee shall not change his vacation dates without the consent of his supervisor and of any employees whose vacation dates shall be affected by said change. In addition, an employee's regularly scheduled days off before and after approved vacation will not be changed without mutual consent between the employee and the Hospital.
- 20:07** The payment of a vacation will be on a twenty-six (26) week pay period system. The net pay will be deposited to the employee's bank account on the regular pay day. Upon four (4) weeks' written notice, the vacation pay can be paid on the last working day preceding vacation.
- 20:08** An employee who fails to report for work following the termination of his vacation will be considered "absent from work" from that time and subject to the regulation for absences as described in Article **14:04**.

Article 21 Wages

- 21:01** Job titles, wage rates and such supplementary provisions where applicable thereto which may be agreed upon between the parties, shall be as set forth in the wage schedule. The granting of increments shall be contingent upon the satisfactory performance of an employee's duties as evaluated by the Employer. Notice of increments not granted shall be given in writing to the employee and to the Union. The increments to an employee granted leave of absence will be delayed according to the following schedule:

<u>Length of Leave of Absence</u>	<u>Delay in Increment</u>
Less than six weeks	Nil
More than six (6) weeks but less than nineteen (19) weeks	1 quarterly period
More than nineteen (19) weeks but less than thirty-two (32) weeks periods	2 quarterly periods
More than thirty-two (32) weeks but less than forty-five (45) weeks periods	3 quarterly periods
More than forty-five (45) weeks	As determined by Employer

- 21:02** Individual salary increases resulting from the wage schedule shall be implemented on the first day of the pay period next following the employee's anniversary date.
- 21:03** The salary of any employee who is dismissed, laid-off or suspended, shall cease to be paid from the time of his dismissal, layoff or suspension.
- 21:04** An employee who does not give or work the required written notice of termination of employment shall forfeit terminal vacation payable under Article **20:04** of this Agreement, to an amount equivalent to the value represented by the shortage of the written notice given or worked. In such cases, the payment of terminal vacation will be in accordance with the provisions of the **Employment Standards Code**. Exceptions to this article may be made solely at the Employer's discretion.
- 21:05** The employment of a casual employee may be terminated without notice by the party initiating the termination. The termination of the services of a casual employee shall not be the subject of a grievance irrespective of whether or not the duration of continuous employment extended to beyond six (6) months.
- 21:06** An employee hired into a position that is a designated trade and is a journeyman, will be moved to the top rate of pay upon completion of **three (3) months of service**.

Article 22 Benefits

- 22:01** **The following benefits shall continue to be provided to eligible employees and shall be subject to the existing terms and conditions of the policies and contracts in force. The sole obligation of the Employer with respect to the benefits set forth in this article is to pay premiums or to make contributions as specified below.**

Dental Plan

22:02 The parties agree that the Dental Plan will continue to be made available for all eligible employees. Participation in the plan is compulsory upon completion of three (3) months employment. The premiums of the plan will be shared on a 50/50 basis.

Dental Plan (Effective April 1, 2009)

22:03 The parties agree that the Dental Plan will continue to be made available for all eligible employees. Participation in the plan is compulsory in the first of the month following the date of hire. The premiums of the plan will be shared on a 50/50 basis.

Employee Assistance Plan (EAP)

22:04 The parties agree that the EAP Plan will continue to be made available for all eligible employees. Coverage in the plan is effective on the date of hire. The premiums of the plan will be paid by the Employer.

Disability & Rehabilitation

22:05 The Disability & Rehabilitation Plan will continue to be made available for all eligible employees. Coverage is in effect upon completion of three (3) months employment. The premiums of the plan will be paid by the Employer to a maximum of 2.3% of basic earnings.

Group Life Insurance

22:06 The parties agree that the Group Life Insurance Plan will continue and be made available for all eligible employees. Coverage is in effect upon completion of three (3) months service. The Employer pays for the first (1st) unit, optional units available at premium cost to the employee.

Group Extended Health Care Plan (April 1/08 to March 31/09)

22:07 The parties agree that the Group Extended Health Care Plan will be made available to all eligible employees. Participation in the plan is optional upon the completion of three (3) months employment. The premiums of the plan will be paid by the employee.

Enhanced Health Care Plan

22:08 The parties agree that effective April 1, 2009, the Enhanced Health Care Plan will be made available to all eligible employees. Participation in the plan in the first of the month following the date of hire will continue and be made available for all eligible employees. The premiums of the plan will be shared on a 50/50 basis.

Health Care Employees Pension Plan

22:09 The parties agree that the Pension Plan will continue to be made available for all eligible employees in accordance with the existing policies and pension plan text in force. The Employer will match contribution to the plan in accordance with the Plan text.

Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEPP.

It is acknowledged and agreed the contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.

Article 23 Termination or Suspension

23:01 Except where an employee is dismissed for just and reasonable cause or for unauthorized absence, two (2) weeks' notice of intention to terminate employment must be given in writing by the initiating party. An employee who terminates his employment with insufficient notice may be refused a reference by the Hospital.

23:02 An employee who has completed his probationary period shall not be suspended without pay or discharged except for just and reasonable cause.

23:03 The Employer shall make available within seven (7) working days after termination all amounts due to terminated employees, including unpaid earnings and pay in lieu of unused vacation entitlement, subject to the provisions of Article 21:04.

23:04 Upon termination, the employee will return all Hospital property to the Employer.

Article 24 Demotions

24:01 Where an employee is demoted from a position in a higher salary grade to a position in a lower salary grade, he shall be placed on the same increment step of the lower graded position as that he had attained on the higher graded position.

Article 25 Temporary Upgrading

25:01 Employees assigned to replace employees in positions which are in a higher grade than their own shall be paid the salary of the higher scale at the same increment level that they had achieved on the lower scale. Under no circumstance shall this result in the salary paid being at a higher increment level than that of the person being replaced.

25:02 An employee assigned to temporarily perform the duties of an employee in a lower rated grade shall continue to receive the rate for his regular duties.

Article 26 Shift Differential

- 26:01** A shift premium of one dollar and thirty-one cents (\$1.31) per hour shall be paid to an employee for all hours worked on any shift, when the majority of the hours on that shift fall between 1800 hours and the next succeeding 0600 hours.
- 26:02** For employees working the evening or night shift, seven and three-quarter (7 3/4) hours, inclusive of a meal period, shall constitute a regular day's work with the exception of Shift Engineers and Maintenance Engineers whose normal hours of work are described in Article **15:01** and shall include a meal period.
- 26:03** A weekend premium of one dollar and thirty-five cents (\$1.35) per hour shall be paid to an employee for all hours worked on a regularly assigned shift between 0001 hours Saturday to 2359 hours the following Sunday.

Article 27 Part Time Employees

- 27:01** The Employer shall be free to hire part-time employees according to the needs of the Employer and to pay them no less than the first increment step of the salary which would be applicable to a full-time employee doing similar work. Permanent part-time employees shall be regarded as coming under this Agreement, except that:

Unless expressly referred to elsewhere in this Agreement, all references to and articles dealing with the following subjects will not apply to such part-time employees:

Hours of Work

Rest Days

Part-time employees' benefits entitlements will be calculated as below:

(a) Vacations

<u>Hours actually worked</u>	x	entitlement of a full-time
Full-time hours		employee

Part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.

(b) Recognized Holidays and Sick Leave

<u>Bi-weekly hours that part-time Employee is engaged to work</u>	x	entitlement of a full-time
Full-time bi-weekly hours		employee

(c) Compassionate Leave

Part-time employees will be entitled to compassionate leave benefits with respect only to working days which would have been scheduled for them during such period.

(d) Salary Increases

Part-time employees who regularly work nineteen (19) or more hours per week will be granted salary increases in accordance with the procedure applicable to full-time employees. (See Article 10:06 and **24:01**).

Part-time employees who regularly work less than nineteen (19) hours per week will be granted salary increases at one-half (1/2) the frequency of the employees referred to above. For such employees, the salary schedule increment periods will be:

Start - 1 year, 3 Years, 5 Years - and if applicable, 7 years.

Article 28 Health and Safety

- 28:01** (a) Health examinations and tests required by the Hospital shall be provided at the expense of the Hospital, provided that such examinations are performed by staff or a Medical Practitioner designated by the Hospital.
- (b) An employee may be examined by his own physician in accordance with Hospital requirements, but at his own expense. Results of the examinations and tests as required by Hospital regulations shall be furnished to the Employer by the employee.
- (c) Time off at regular pay will be allowed for such examinations provided that these are conducted by Hospital staff or a Medical Practitioner designated by the Hospital.
- 28:02** It is agreed that both parties will cooperate to the fullest extent in the matter of safety and accident prevention and the Employer agrees to provide safety equipment where required and to install safety devices and to follow safety rules as directed. Failure to do so will result in disciplinary action. The parties agree that the Manitoba Workplace Safety and Health Act is applicable, as may be amended from time to time.
- 28:03** An employee may refuse to perform work where he has reasonable grounds to believe and does believe that the particular work is dangerous to his safety or health, or, the safety and health of another employee, or, any other person.

Where in accordance with the above an employee refuses to work, the employee shall forthwith report his refusal and the reasons therefore to his immediate supervisor. The supervisor, upon receiving a report as outlined above, or a person designated by him, shall together with the worker and, at the option of the worker, another person representing the worker, make an immediate inspection of the

worksite and take or cause to be taken such action as is necessary to remedy the dangerous conditions.

The employee may continue to refuse to work until the dangerous condition reported by the employee is remedied.

- 28:04** The present Workplace and Safety Committee shall continue during the term of this Agreement. The Union shall be entitled to have one (1) representative selected by the Union on this committee. Time spent by this individual in carrying out his functions as a committee member, shall be considered as time worked. Minutes shall be taken of all meetings and copies shall be sent to the Hospital and the Union.

Article 29 Technological Change

- 29:01** Technological change shall mean the introduction by the Hospital of equipment or material of a different nature or kind than that previously used by the Hospital, and a change in the manner in which the Hospital carries on the work, that is directly related to the introduction of that equipment or material.

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

- (a) The Hospital shall notify the Union at least one hundred twenty (120) days before the introduction of the technological change, with a description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) The Hospital and the Union will meet not later than ninety (90) days prior to the intended date of implementation for the purpose of negotiating reasonable provisions to protect the interest of employees so affected.
- (c) If the Hospital and the Union fail to agree upon measures to protect the employee from any adverse affects, the matter may be referred by either party to arbitration as provided for under the terms of this agreement.

- 29:02** Where a new or greater skills are required than are already possessed by the affected employee, such employee shall, at the expense of the Hospital, be given a previously determined period of time without reduction of hours of work or rate of pay during which he may acquire the necessary skills required by such technological change. Sections 72, 73 and 74 of the Manitoba Labour Relations Act do not apply during the life of this Agreement.

- 29:03** An employee who is rendered redundant or displaced from his job or is unable to benefit from retraining as provided in article 29:02 will be allowed to utilize the provisions of Article **12** to determine his new job duties with the guarantee that no employee shall be dismissed or have his working hours or normal earnings reduced as a result of technological change.

- 29:04** Closed Circuit T.V.'s will be used for security purposes only.

Article 30 Uniforms and Protective Clothing

- 30:01** The Employer shall provide, launder and maintain uniforms for all employees required to wear uniforms. Employees may be liable for 75% of the cost price of a uniform or part of a uniform which they have abused or lost. The loss of a uniform by theft shall not be considered the employee's responsibility unless the employee's negligence was partly responsible for the theft.
- 30:02** The Hospital will pay, upon proof of purchase, for one pair of CSA Safety footwear per fiscal year, up to a maximum of **one hundred and fifteen dollars (\$115.00)** to each employee. Employees working in the Grounds Department are eligible for such reimbursement twice within a fiscal year, at six (6) month intervals.
- 30:03** **The employer shall provide inclement weather gear such as parkas, rubber boots and gloves. Individual inclement weather gear will be provided for each person working outside or in low temperature areas. Such inclement weather gear shall remain on site and be used only during work duties.**

Article 31 Union Officers

- 31:01** Within thirty (30) days of its annual election of officers, the Union will send to the Hospital, in writing, a list of all the officers in the St. Boniface General Hospital Section, the Institutional Relations Committee, and the names of stewards as appointed. The Union will advise the Hospital, in writing, of any changes of such representatives throughout the year, including temporary replacements of absent local union representatives.
- 31:02** Leave of absence without loss of salary shall be granted to employees elected or appointed as Union officials for the purpose of attendance at Union functions. It is understood that requests for such leave of absence will be made in writing to Employee Relations at least fourteen (14) days in advance, except in unforeseen circumstances.

It is understood that the Hospital will be reimbursed by the Union for the full cost of salary and related costs. When such leave is requested for more than one (1) employee in the same group, the granting of the leave for the second or subsequent employee within that Shop, will be granted subject to operational requirements.

- 31:03** The Hospital recognizes the role of local officers and stewards to represent the membership within the Hospital. The duties and responsibilities of union representatives shall include the following activities:
- a) Investigating of complaints, grievances and/or disputes, including the making of presentations to the Hospital, as required;
 - b) The posting of union bulletins and/or notices on the Union board;
 - c) Participation in collective bargaining as a member of the Union's bargaining team;

- d) Participation in arbitration proceedings when required by the Union;
- e) Participation on Committees within the Hospital, where approved by Hospital Management.

Union activities other than those provided for above, shall not be conducted during the hours of work, without prior authorization from Hospital Management.

Union local officers and stewards may leave their work to carry out the above noted duties and responsibilities as a union representative but only with the prior authorization of the immediate Supervisor. In the event that union local officers or stewards must carry out his functions under the agreement outside his operating unit, he will advise the Department Head or designate of the operating unit he is entering that he will be conducting union business.

Article 32 Strikes and Slowdowns

- 32:01** It is agreed that while this Agreement is in force, there shall be no strikes, stoppages of work, lockouts or slowdowns and that all disputes and grievances shall be settled in accordance with the procedures set forth in Article 7 hereof. It is further agreed that neither the Union nor the Employer shall sanction or consent to any strike, lockout, stoppage of work or slowdown and that if the employees should engage in any strike or other stoppage of work or slowdown without authority or consent of the Union, the union shall instruct the employees to return to work and perform their duties properly and to resort to the procedure set forth in Article 7 hereof for the settlement of any dispute or grievance.

Article 33 Management Rights

- 33:01** Except as otherwise specifically provided in this Agreement, the management of the Hospital and direction of the working **force**, including the right to plan, direct and control the Hospital's operation, to hire, promote, demote and transfer; to increase or decrease the working force; to determine the work to be done; to suspend or discharge for just and reasonable cause; to establish and enforce rules and regulations towards governing the conduct of employees while on Hospital premises and towards maintaining order, discipline and efficiency is vested exclusively in the Employer.
- 33:02** In administering this Agreement, the Hospital shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.
- 33:03** **In any emergency declared by the Chief Executive Officer or designate, employees are required to perform duties as assigned, notwithstanding any contrary provision in this agreement.**

Compensation for unusual working conditions related to such emergency will be determined by later discussion between the Employer and the Union, and/or by means of the grievance procedure if necessary, except the provisions of Article 17 shall apply to overtime hours worked.

Article 34 Labour Management Committee

- 34:01** The parties hereto agree that a joint committee will be set up composed of representatives chosen by the Employer and a like number chosen by the employees to deal with such matters of mutual concern as may arise from time to time in the operation of the Hospital. This committee shall meet as and when required, upon the request of either party, at a time convenient to both parties, without any deduction of salary for time spent by the representatives of the employees at such meeting.
- 34:02** The Union Representative and/or the Local President may attend all committee meetings and act as members thereof.

Article 35 Miscellaneous

- 35:01** Persons whose positions are excluded from this Agreement shall be permitted to perform work similar to those employees within the bargaining unit where this is for experimentation, instruction, **resolving emergencies, or as mutually agreed by the Union and the Employer.**
- 35:02** The Employer agrees that every effort shall be made to insure that all retroactive wage and benefit adjustments are paid within thirty (30) days of ratification.

Article 36 Height Premium

- 36:01** Employees required to work on scaffolds, swing stages, bosun chairs, shall be paid a premium of two percent (2%) above their regular rate for all hours worked on the aforementioned equipment.

Article 37 Shop Head Stand-In Premium

- 37:01** In the event that the Hospital elects to assign an employee to relieve an absent Shop Head, such employee will be selected on the basis of qualifications and seniority and will be paid the Shop Head rate for each hour spent supervising and directing groups of employees in their respective shops.

Article 38 Responsibility Pay

- 38:01** The following allowance will be paid in recognition of Shift Engineers Energy Centre assuming responsibilities normally performed by **Manager, Energy Centre and Research Support Systems.**
- 38:02** Shift Engineers Energy Centre will receive a **responsibility pay of seventy cents per hour (\$0.70)** for all hours 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 Recognized Holidays

38:03 Where a recognized holiday falls on a Saturday and/or Sunday, the **seventy cents (\$0.70)** per hour worked will apply once and will not be applied in a pyramiding fashion.

Article 39 Warnings

39:01 Each formal warning given to any employee shall be in writing, dated, signed and delivered by personal service or registered mail to the affected employee showing the reason for the alleged complaint, with a copy to the Union and his employee file.

39:02 Any reply by the employee shall become part of his record.

39:03 The record of any disciplinary action shall neither be referred to or used against him at any time after fifteen (15) calendar months following such action except where such action resulted in a direct or potential injury to others or destruction of property.

Article 40 Discrimination and Harassment

40:01 It is agreed that there shall be no discrimination, interference, restriction, harassment or coercion knowingly exercised or practised by the Employer, the Union, or any employee by reason of:

- Ancestry, including color and perceived race
- Ethnic background or origin
- Age
- Nationality or national origin
- Political belief, association or activity
- Religion or creed
- Sex, including pregnancy
- Marital status or family status
- Sexual orientation
- Physical or mental disability
- Place of residence
- Membership or activity in the union,

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

It is further agreed that no form of sexual harassment shall be condoned in the workplace, and agreed that both parties will work together in recognizing and resolving such problems should they arise. Situations involving **harassment, including** sexual harassment shall be treated in strict confidence by both the Hospital and the **Union**.

Article 41 Duration

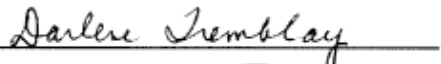


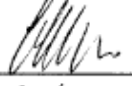
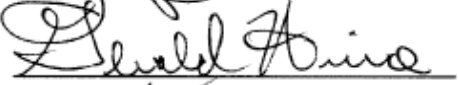

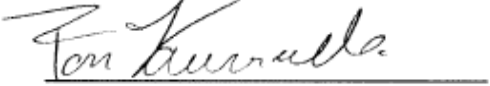
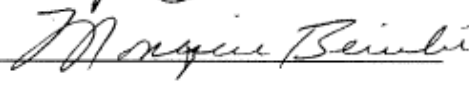
41:01 This Agreement, made on the _____ day of _____ A.D. 2009 shall take effect on the **1st day of April, 2008** and remain in force until the **31st day of March, 2012**. Either party to this Agreement desiring to terminate this Agreement or negotiate a new agreement, shall give notice to the other party in writing at least ninety (90) days prior to the expiration date of this Agreement and present its proposals in writing within thirty (30) days following such notice. If notice is not given as above, the Agreement shall be automatically renewed without change for a further period of one (1) year.

IN WITNESS WHEREOF the employer has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Union has caused this Agreement to be executed in its name attested by the hands of its proper officers in that behalf:

SIGNED ON BEHALF OF:

*MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION:*

*ST. BONIFACE
GENERAL HOSPITAL:*

 _____	 _____
 _____	 _____
 _____	 _____
 _____	 _____
_____	_____

MEMORANDUM OF UNDERSTANDING (No. 1)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

RE: Shift Schedules

This Memorandum applies only to employees employed by the Hospital and within the scope of the bargaining unit as at May 12, 1988.

Notwithstanding the provisions of **Article 15** of this Agreement, employees currently working Monday to Friday, 0800 hours to 1615 hours [seven and three-quarter (7 3/4) hours] shall have these working conditions maintained.

Where operational requirements warrant the Hospital to request work to be performed on a Saturday or Sunday or outside the shift hours of 0800 hours to 1615 hours on a temporary basis, the Union will make every effort to comply with the request. Employees shall be returned to their regular shift upon completion of the assignment.

It is understood that appropriate shift premiums and weekend premiums will apply to all hours worked by virtue of the implementation of this Memorandum.

IN WITNESS WHEREOF the parties have duly signed this Memorandum of Understanding.

DATED this 23rd day of January, 2009.

**MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION**

**ST. BONIFACE
GENERAL HOSPITAL**

Darlene Tremblay

[Signature]

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[Signature]

[Signature]

[Signature]

[Signature]

[Signature]

MEMORANDUM OF UNDERSTANDING (No. 2)

between

ST. BONIFACE GENERAL HOSPITAL

and

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

RE: Employment Security

WHEREAS St. Boniface General Hospital is concerned with its employees' employment security;

AND WHEREAS the Manitoba Government & General Employees' Union is concerned with its members' employment security;

AND WHEREAS within the Province of Manitoba health care reform continues to be explored;

AND WHEREAS there may be a need to examine the delivery of health care within St. Boniface General Hospital;

AND WHEREAS major alterations to the delivery of health care at St. Boniface General Hospital may result;

AND WHEREAS during the term of this collective agreement a review of the current number of staff may become necessary, the parties agree as follows:

- (1) The Hospital shall notify the Union in writing at least ninety (90) days in advance of any planned major alterations to the delivery of health care within the Hospital.
- (2) If the Hospital decides to reduce the number of full-time employees or to delete any position, the Hospital and Union shall meet not later than twenty (20) days after the receipt of the above notice, to discuss and examine all available options, such as attrition, priorities in securing vacant positions, posting of vacancies, transfers to other departments, bumping rights, as they pertain to the employment security of the said employees and to develop a plan for the anticipated reductions in staff.
- (3) The Hospital undertakes to make every possible effort to ensure that all affected employees shall retain employment with St. Boniface Hospital. The Hospital will, whenever reasonably possible, carry out these reductions by way of attrition.

- (4) In keeping with the hospital's commitment to ensure that any affected employee shall retain employment with the Hospital, and where reductions cannot be dealt with through attrition, the Hospital will make every possible effort to reassign the employee(s) affected to an equivalent position within the facility. The Layoff and Recall provisions of the Collective Agreement will apply where reassignment is not possible.
- (5) In the event of #4 above occurring, and in conjunction with #6 below, the Hospital will make every reasonable effort to achieve necessary funding for retraining and redeployment of employees.
- (6) The Hospital will also cooperate with other facilities, with WRHA, and/or the Government of Manitoba, to participate in the establishment of a broader redeployment and retraining effort.

DATED this 25th day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

<u>Darlene Tremblay</u>	<u>[Signature]</u>
<u>Dany Batale</u>	<u>[Signature]</u>
<u>David Hine</u>	<u>[Signature]</u>
<u>Tom Kurulla</u>	<u>Monique Beaulieu</u>

MEMORANDUM OF UNDERSTANDING (No. 3)

Between

ST. BONIFACE GENERAL HOSPITAL

and

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

RE: Contracting Out Of Bargaining Unit Work

Pursuant to the Memorandum of Understanding signed by the parties the following Agreement shall form part of the Collective agreement.

WHEREAS the Hospital recognizes that work of the bargaining unit is to provide maintenance services to the Hospital buildings, grounds, and equipment, the Hospital and the Union agree as follows:

1. (i) Work of the bargaining unit shall not be contracted out except:
 - (a) to resolve an emergency; or
 - (b) to perform activities not normally undertaken as maintenance work; or
 - (c) in situations where the Hospital has determined that by reason of efficiency , feasibility, or cost that maintenance service will be contracted out. The Union will be provided with a monthly list of maintenance service contracts.
- (ii) Work that is contracted out will not result in loss of job or layoff of any employee.

For the purpose of interpretation, the term "contracting out" shall not include those situations where, as a result of health care reform, the services currently provided by the members of the bargaining unit are transferred in whole or in part to another non-proprietary health care facility in Manitoba. In the event such situations occur which will result in the displacement of an employee, the Memorandum of Understanding regarding employment security will apply.
- (iii) The principles, as previously agreed to re equipment servicing, will be utilized when determining efficiency, feasibility, or cost.
- (iv) Any disagreement as to appropriateness of a maintenance service contract being let shall be resolved in accordance with Section "3" of this Memorandum.

- (v) The Hospital and Union will endeavour to establish and maintain open dialogue in regards to the letting of maintenance service contracts.
- 2. With regards to non-maintenance projects, the Hospital and the Union agree as follows:
 - (a) Non-maintenance projects with a budget estimate for labour of one hundred and twenty-five (125) person hours or less per project will be completed by bargaining unit members where the bargaining unit encompasses the trades to perform the work. Labour hours for trades not supplied by the bargaining unit shall not be included in the calculation of total hours set out above.
 - (b) Budget estimates are made by Capital Projects and/or Property Management and will be based on standard estimating techniques and previous similar projects;
 - (c) Projects undertaken will be scheduled utilizing bargaining unit members which will include term or casual employees where necessary.
- 3. The above may not resolve all situations that will arise. When such a situation occurs, the Hospital and the Union shall meet and discuss the situation to establish a resolve. Failure to resolve, the Hospital position will be adopted for the completion of the activity and the Union may grieve the decision and seek appropriate redress.

DATED this 23rd day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay
Dany Pastala
Shelby Hines
Tom Kurrala

[Signature]
[Signature]
[Signature]
Monique Beintie

MEMORANDUM OF UNDERSTANDING (No. 4)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

RE: Blended Shift Premiums (Shift & Maintenance Engineers)

This Memorandum is attached to and forms part of the Collective Agreement.

The parties agree to implement and interpret blended shift premiums for Shift and Maintenance Engineers as follows:

For twelve (12) hour employees who work a rotating shift, shift premiums as outlined in article **26:01** of the collective agreement shall also apply to employees working a day shift for a period of four (4) hours - 1600 to 2000.

DATED this 23rd day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay

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MEMORANDUM OF UNDERSTANDING (No. 5)

Between

ST. BONIFACE GENERAL HOSPITAL

and

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

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

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

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

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 per kilometer for travel in accordance with the Province of Manitoba mileage rates. When the Province of Manitoba mileage rates are increased and exceed the above rates the Hospital will adjust the rates retroactive to the date the Provincial rate takes effect.**

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

DATED this 23rd day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay
Dany Pastala
Shel Hine
Tom Kurrala

[Signature]
[Signature]
[Signature]
Monique Beintie

MEMORANDUM OF UNDERSTANDING (No. 6)

Between

ST. BONIFACE GENERAL HOSPITAL

and

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Staff Mobility Within The Nine Facilities Of The WRHA System

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

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

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

NOW THEREFORE the parties agree as follows:

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

- b) The Employer(s) and Union(s) shall meet within 30 days of notice provided for in 4 (a) to discuss issues arising out of the transfer of employees.
- c) The Employer(s) shall prepare and provide the following data relative to the transfer/closure/consolidation/merger to the Union(s):
 - positions affected at the sending facility
 - number of vacancies and new positions created at the receiving facility
 - up-to-date seniority lists
 - pertinent classification information
 - relevant time frames

5. Staff Mobility

A. Transfers with Programs

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

Qualified employees within the transferring program will be given the opportunity to move with the program. Where excess 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 probation/trial period will be served by transferring employees. Any transferring employee who had not yet completed their probationary period at the sending facility will complete the balance of the period required at the receiving facility.

Should the transferred employee decide not to remain at the receiving facility, such employee shall provide written notice to the receiving

facility no later than 60 days following the date of transfer. The employee shall be entitled to be placed on the Central Redeployment list and the recall list of the sending facility.

B) Temporary Transfer of Employees

- i) To facilitate temporary transfers to facilities experiencing a need for additional employees on a sporadic or episodic basis, qualified employees from another facility shall be offered the opportunity to work in the facility(s) experiencing the need for additional employees.
- ii) Temporary transfers shall not be implemented until the applicable provisions of the collective agreement of the receiving facility relating to the assigning of occasional additional shifts are fulfilled.
- (iii) The temporarily transferred employees will continue to be covered by the terms of the sending facility's collective agreement.
- iv) Where an insufficient number of qualified employees volunteer to be temporarily transferred, the facility(s) reserves the right to transfer employees, commencing with the most junior qualified employee at the sending facility.
- v) Orientation as set out in 5 (a) (iii) above will be provided if reasonably possible.

C) Voluntary Transfers to Vacancies

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

- i) Vacancies will be filled in accordance with the provisions of the applicable Collective Agreement.
- ii) An internal and city wide posting may occur simultaneously. Employees from other facilities 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 (i.e. bumping, vacation preference).

7. Staff Mobility Dispute Resolution Mechanism

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

Should a dispute(s) arise between a signatory Union(s) and a signatory employer(s) regarding the application, interpretation or alleged violation of this Memorandum of Understanding, the parties concerned shall meet within 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 shares.

DATED this 25th day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

<u>Darlene Tremblay</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>
<u>[Signature]</u>	<u>[Signature]</u>

MEMORANDUM OF UNDERSTANDING (No. 7)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Representative Workforce

The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned parties will work in cooperation to:

- (a) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
 - Facilitate constructive race and cultural relations;
- (b) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative workforce;

- (c) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

DATED this 23rd day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay

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MEMORANDUM OF UNDERSTANDING (No. 8)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Snow Removal By Grounds Staff

When the Hospital requests, and the employee agrees, to be placed on standby in the event of an anticipated snow storm, the Grounds Staff will be provided with a \$20.00 stipend for each twenty-four (24) hour period he is assigned to be on standby.

Standby shall refer to any period of time duly authorized by the Hospital during which an employee is required to be available to return to work without undue delay.

DATED this 25th day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay
Darryl Bastida
Donald Hines
Tom Kurrala

[Signature]
[Signature]
[Signature]
Monique Beintie

MEMORANDUM OF UNDERSTANDING (No. 9)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Pension or Benefit Plan Improvements

During the term of the **2008 to 2012** collective agreement, should another healthcare union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

DATED this 25th day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay

[Signature]

Dany Pastala

[Signature]

Donald Hine

[Signature]

Tom Kurnella

Monique Beintie

MEMORANDUM OF UNDERSTANDING (No. 10)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Assignment of Standby for Clinical Engineering Staff

Whereas the parties agree the employer may require services to patients outside of regular scheduled hours and it may require a qualified Clinical Engineer staff person(s) to be available to perform such services on an as required basis. Therefore, the parties agree to the following:

1. Standby refers to any period of time during which an employee is required to be immediately available to return to work without undue delay.
2. An employee designated by the Employer to be on standby shall be paid an allowance of two (2) hours pay for each eight (8) hour period or a pro-rata payment for any portion thereof.
3. An employee required to work outside of his/her scheduled shift and after leaving the Employer's premises shall be paid at overtime rates for not less than three (3) hours or until the start of his/her regular shift if less than two (2) hours.
4. An employee called back to work will be reimbursed travel expenses in accordance with Article **17:08**.

DATED this 25th day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay

[Signature]

Dany Pastala

[Signature]

David Hine

[Signature]

Tom Kurulla

Monique Beaulieu

MEMORANDUM OF UNDERSTANDING (No. 11)

BETWEEN

ST. BONIFACE GENERAL HOSPITAL

AND

MANITOBA GOVERNMENT & GENERAL EMPLOYEES' UNION

Re: Overpayment

The Employer may not make deductions from wages unless authorized by statute, by Court Order, by Arbitration Award, by this Agreement, by the Union or to correct an overpayment error made in good faith. Where an error has been made in good faith, the Employer shall be entitled to recover any overpayment made for a period of time that does not extend further back than 12 months from date of discovery, provided:

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

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

DATED this 23rd day of January, 2009.

MANITOBA GOVERNMENT
& GENERAL EMPLOYEES' UNION

ST. BONIFACE
GENERAL HOSPITAL

Darlene Tremblay

Dany Bostala

Sheryl Hine

Tom Kurulla

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Schedule "A" Salaries

1 Utility Worker I (H221)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	16.330	16.589	16.975	17.401
April 1, 2009	16.804	17.070	17.467	17.906
April 1, 2010	17.291	17.565	17.974	18.425
April 1, 2011	17.792	18.074	18.495	18.959

2 Utility Worker II (H222)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	16.639	16.975	17.378	17.790
April 1, 2009	17.122	17.467	17.882	18.306
April 1, 2010	17.619	17.974	18.401	18.837
April 1, 2011	18.130	18.495	18.935	19.383

3 Trades Helper I (H241)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	18.382	18.716	19.140	19.602
April 1, 2009	18.915	19.259	19.695	20.170
April 1, 2010	19.464	19.818	20.266	20.755
April 1, 2011	20.028	20.393	20.854	21.357

4 Trades Helper II (H242)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
April 1, 2008	19.191	19.526	20.309
April 1, 2009	19.748	20.092	20.898
April 1, 2010	20.321	20.675	21.504
April 1, 2011	20.910	21.275	22.128

5 Groundskeeper (H140)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	19.588	20.027	20.467	20.920
April 1, 2009	20.156	20.608	21.061	21.527
April 1, 2010	20.741	21.206	21.672	22.151
April 1, 2011	21.342	21.821	22.300	22.793

6 Painter (H122)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	23.125	23.687
April 1, 2009	23.796	24.374
April 1, 2010	24.486	25.081
April 1, 2011	25.196	25.808

7 Welder I (H150)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	23.826	24.456
April 1, 2009	24.517	25.165
April 1, 2010	25.228	25.895
April 1, 2011	25.960	26.646

**8 Carpenter (H136)
Plasterer (H137)
Locksmith (H138)
Welder II (H149)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	25.025	25.666
April 1, 2009 (Market Adj)	26.108	26.776
April 1, 2010 (Market Adj)	27.052	27.744
April 1, 2011 (Market Adj)	28.029	28.747

9 Machinist (H128)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	26.900	27.542
April 1, 2009	27.680	28.341
April 1, 2010	28.483	29.163
April 1, 2011	29.309	30.009

**10 Electrician (H127)
HVAC Controls Mechanic
(H130)
Plumber (H134)
Air Conditioner Mechanic
(H135)
Electronics Technologist
(H160)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	28.253	28.960
April 1, 2009 (Market Adj)	29.276	30.009
April 1, 2010 (Market Adj)	30.230	30.987
April 1, 2011 (Market Adj)	31.215	31.997

**11 Maintenance Engineer (H330)
3rd Class Power Engineer
(H343)
Maintenance Engineer (H349)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	25.158	25.787
April 1, 2009 (Market Adj)	26.276	27.344
April 1, 2010 (Market Adj)	27.241	28.566
April 1, 2011 (Market Adj)	28.421	29.830

**12 Seasonal Groundskeeper
(H141)**

<u>Date</u>	<u>Level 1</u>
April 1, 2008	12.904
April 1, 2009 (Market Adj)	13.696
April 1, 2010 (Market Adj)	14.315
April 1, 2011 (Market Adj)	14.980

13 Shop Head, Painting (H040)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	24.826	25.450
April 1, 2009	25.546	26.188
April 1, 2010	26.287	26.947
April 1, 2011	27.049	27.728

14 Shop Head, Electronics (H041)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	27.789	29.831
April 1, 2009	28.595	30.696
April 1, 2010	29.424	31.586
April 1, 2011	30.277	32.502

**15 Shop Head, Electrical
(H042)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	30.353	31.059
April 1, 2009	31.233	31.960
April 1, 2010	32.139	32.887
April 1, 2011	33.071	33.841

16 Shop Head, Machinist (H043)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	28.998	29.641
April 1, 2009	29.839	30.501
April 1, 2010	30.704	31.386
April 1, 2011	31.594	32.296

17 Shop Head, Mechanical Services (H044)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	30.353	31.058
April 1, 2009	31.233	31.959
April 1, 2010	32.139	32.886
April 1, 2011	33.071	33.840

18 Shop Head, Carpentry (H045)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	27.122	27.763
April 1, 2009	27.909	28.568
April 1, 2010	28.718	29.396
April 1, 2011	29.551	30.248

19 Shop Head, Grounds (H050)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	22.535	23.099
April 1, 2009 (Market Adj)	23.209	23.790
April 1, 2010 (Market Adj)	23.893	24.491
April 1, 2011 (Market Adj)	24.597	25.213

20 Electrical Technologist (H165)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
April 1, 2008	28.435	29.117	29.826
April 1, 2009 (Market Adj)	29.406	30.111	30.844
April 1, 2010 (Market Adj)	30.335	31.061	31.818
April 1, 2011 (Market Adj)	31.292	32.042	32.822

21 Biomedical Engineering Technologist I (H700)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
April 1, 2008	24.943	26.006	27.114	28.308	29.017
April 1, 2009 (Market Adj)	25.795	26.894	28.040	29.274	30.008
April 1, 2010 (Market Adj)	26.609	27.743	28.925	30.199	30.955
April 1, 2011 (Market Adj)	27.449	28.619	29.838	31.152	31.932

**22 Biomedical Engineering
Technologist II (H702)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
April 1, 2008	27.207	28.313	29.506	30.216	31.022
April 1, 2009 (Market Adj)	28.136	29.280	30.514	31.247	32.082
April 1, 2010 (Market Adj)	29.024	30.204	31.477	32.234	33.094
April 1, 2011 (Market Adj)	29.940	31.158	32.471	33.252	34.139

23 Dialysis Technologist (H675)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>	<u>Level 5</u>
April 1, 2008	26.033	27.123	28.937	29.040	29.826
April 1, 2009 (Market Adj)	26.922	28.050	29.925	30.031	30.844
April 1, 2010 (Market Adj)	27.772	28.935	30.869	30.980	31.818
April 1, 2011 (Market Adj)	28.648	29.849	31.844	31.958	32.822

24 Shift Engineer (H340)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>
April 1, 2008	29.705	30.411
April 1, 2009 (Market Adj)	30.719	31.449
April 1, 2010 (Market Adj)	31.689	32.422
April 1, 2011 (Market Adj)	32.689	33.467

25 Labourer (H142)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	13.292	13.666	14.171	14.817
April 1, 2009 (Market Adj)	13.903	14.294	14.823	15.499
April 1, 2010 (Market Adj)	14.424	14.830	15.379	16.080
April 1, 2011 (Market Adj)	14.965	15.386	15.955	16.682

26 Engineering Aide (H345)

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Level 4</u>
April 1, 2008	27.774	28.693	29.645	30.628
April 1, 2009 (Market Adj)	28.779	29.731	30.719	31.737
April 1, 2010 (Market Adj)	29.717	30.701	31.720	32.772
April 1, 2011 (Market Adj)	30.686	31.702	32.754	33.840

**Senior Biomedical
Engineering Technologist
27 (H047)**

<u>Date</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
April 1, 2008	32.282	32.703	33.121
April 1, 2009 (Market Adj)	33.384	33.819	34.252
April 1, 2010 (Market Adj)	34.438	34.887	35.334
April 1, 2011 (Market Adj)	35.525	35.988	36.449

NOTE:

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

The parties hereby agree that during the term of the 2008 to 2012 Collective Agreement, that if any classifications within this agreement are provided a market adjustment under another health care union agreement, that such market adjustments will apply to those identical classifications under this agreement on the same effective date.