# **Collective Agreement**

between

# The Victoria General Hospital

- and -

# The Manitoba Government and General Employees' Union

(Facility Support Component)

April 1, 2002 to May 31, 2004

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# **Table of Contents**

Article 19 Article 20	Terminations Special Provisions Re: Part-time Employees	27
Article 20	Special Provisions Re: Part-time Employees	27
Article 21	Committees	29
Article 22	Retirement Bonus Employee Benefits	
Article 23	Employee Benefits	30
Article 24	Changes in Classification	
Article 25	Sub-Contracting	32
Article 26	Duration	32
Article 27	Union Representation	33
Article 28	Non-Discrimination	
Article 29	Bulletin Boards	
Article <b>30</b>	Discharge, Suspension, Discipline and Access to Personnel Files	34 35
Article <b>32</b>	Standby, Storm/Disaster Pay	
Article 33	Storm/Disaster Pay	
Article 34	Education Leave	
	Schedule "A" - Notes #1	
	Memorandum of Understanding • Working Short	20
	Memorandum of Understanding - Staff Mobility Within the Nine Facilities	<b>39</b>
	Memorandum of Understanding.	·····
	Letter of Understanding • Job Descriptions	40
	Memorandum of Understanding • Additional Hours for Communication Clerk	4/
	Memorandum of Understanding • Allocation of Overtime Shifts	
	Memorandum of Understanding • Escort Duty	49
	Letter of Understanding - Upgradings	50
	Letter of Understanding - Wage StandardizationFund,	51
	Schedule "A" - Effective April 1, 2002 - For Employees Hired Prior to Aug. 17, 1996	
	Schedule "A" - Effective April 1, 2002 - For Employees Hired After Aug. 17, 1996	
	Schedule "A" - Effective April 1, 2003 - For Employees Hired Prior to Aug. 17, 1996	

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#### 1

# **Preamble**

WHEREAS it is the desire of both parties to this Agreement to maintain harmonious relations between the Employer and its employees, to recognize the mutual value of joint discussion and negotiations in matters pertaining to working conditions, hours of work and scales of wages paid, to encourage efficiency of operations and to promote the morale, well-being, security and efficiency of all the employees covered by the *terms* of this Agreement, and further that the Union recognizes that the Employer is **an** organization whose first consideration is to the welfare of the patients/residents of the facility.

AND WHEREAS it is the desire of both parties that these matters be drawn up in an agreement,

**NOW** THEREFORE, this Agreement witnesseth that the parties hereto in consideration of mutual covenants hereinafter contained, agree each with the other as follows:

# Article 1 - Scope of Recognition

- **1:01** The Employer recognizes the Union **as** the sole and exclusive bargaining agent for employees in classifications included in the bargaining unit **as** certified by the Manitoba **Labour** Board under specific certificates, or **as** may be granted voluntary recognition by the Employer and identified in Schedule "A".
- **1:02** Persons whose jobs are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined **as** being within the bargaining unit except where it has been mutually agreed upon by both parties or in the case of training or emergency.

# Article 2 - Management Rights

- 2:01 The Union recognizes the sole right of the Employer, unless otherwise provided in this agreement, to exercise its function of management under which it shall have among others, the right to maintain efficiency and quality of patient/resident *care*; the right to direct the work of its employees; the right to hire, classify, assign to positions and promote; the right to determine job content; the right to demote, discipline, suspend, layoff and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is fair and consistent with the terms of this Agreement.
- **2:02** In administering the Collective Agreement, the Employer agrees to acknowledge employee's rights, act reasonably, fairly, in good faith and in a manner consistent with the terms and conditions of the Collective Agreement as a whole.

# **Article 3 - Definitions**

- **3:01 An** employee is a person employed by the Employer and covered by this Agreement.
- **3:02** A "full-time" employee is one who regularly works the hours **specified** in Article 12.

- **3:03** A "part-time" employee is one who regularly works less than full-time hours, as per Article 12:01, on a regular and recurring basis.
- **3:04** A "term position" shall be for **a** specific time period or until completion of a particular project within a specific department, of **a** minimum duration of three (3) months and a maximum duration of one (1) year. This period may be extended if the Employer so requests and the Union agrees.

When the Employer determines that a term position, as described above exists, the position shall be posted in accordance with Article 9 and filled in accordance with Article 8. **All** employees may apply for the term position. The parties **agree** to two (2) additional term postings resulting from the original term posting as referenced above. Any additional hours occurring as a result of filling of the last position posted, shall be offered to part-time employees in accordance with Article 20:01. Upon completion of the original term position, the employees shall be returned to their former positions.

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

Where the Employer determines that *staff* are to be replaced during periods of less than three (3) months, Articles 20:01 and 17:04 shall apply, wherever possible.

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

In case an employee on maternity or parental leave wants to exercise her right to return from such leave earlier than anticipated, having given appropriate notice as per Article 11:02, the Employer shall state on the job posting that the said term position is a "maternity or parental leave of absence term" which may expire sooner than indicated, subject to minimum notice of two (2) weeks or one pay period, whichever is longer. Any term positions directly resulting from the filling of such a term position will be posted in the same manner.

3:05 All new full-time employees shall be on probation for three (3) calendar months with provision for an extension of the probationary period for another three (3) months, and all new part-time employees shall be on probation for six (6) calendar months from the day of their employment. During this period, the Employer may, in its sole discretion, dismiss, suspend, discipline or demote such employees. A written appraisal of employee progress will be conducted after the first two (2) calendar months for full-time employees and after the first four (4) calendar months for part-time employees and discussed with the affected employee.

- **3:06** A "casual employee" is one **called** in occasionally by the Employer to replace **an** absent employee or to supplement regular **staff** coverage, subject to Article 20:01. The terms of **this** Agreement do not apply to the casual employee, except **as** specified hereinafter:
  - (a) Effective the beginning of the first pay period following the date of ratification, casual employees shall receive vacation pay bi-weekly at the rate of six percent (6%) of the regular hours worked in a bi-weekly pay period.
  - (b) **Casel** employees are paid in accordance with the salaries specified in Schedule "A". Increments will be earned in accordance with the number of hours worked.
  - (c) **Casual** employees are entitled to the **shift** premium(s) outlined in Article 18.
  - (d) Casual employees required to work on a recognized holiday shall be paid at the rate of time and one-half  $(1 \frac{1}{2} X)$  their basic rate of pay.
  - (e) **Cascal** employees shall be entitled to compensation for overtime worked in accordance with Article 13:01 and 13:02.
  - (f) The Employer agrees to deduct union dues in **an** amount specified by the Union in any pay period for which the casual employee receives any payment **in** accordance with Article 4.
  - (g) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.
  - (h) Effective November 1, 2002. Retroactive to the first day of employment, seniority shall accumulate on the basis of all regular hours worked for the sole purpose of attaining a permanent position or term position, subject to Article 8:02. Such casual seniority will not take priority over full-time or part-time employee seniority.
  - (i) Articles 6 and 7 herein apply only with respect to the terms of this Article.
  - (j) The Employer agrees that Casual employees employed by the Facility prior to 17 August, 1996, will receive preference over **Casual** employees hired **after** that date, for any **casual** work which may be available, providing the **Casual** employee has been in compliance with the Facilities schedulingpolicies and procedures.
  - (k) A casual employee shall be entitled to pay for a General Holiday provided that she earned wages during fifteen (15) of the thirty (30) calendar days immediately preceding the date of the General Holiday. Should the employee qualify for pay for a General Holiday, **she** shall be paid **an** average of daily earnings during the thirty (30) calendar day period.
- **3:07** Where the context so requires, masculine and feminine genders and singular and plural numbers shall be considered interchangeable.

- 3:08 The term "Employer" and/or "Facility" shall mean the Victoria General Hospital.
- **3:09** The **term "Union"** shall mean the Manitoba Government and General Employees' Union (Facility Support Component), **as** per Manitoba Labour Board Certificate No. MLB-5764.
- **3:10** The word "promotion" shall mean a change from one pay grade to another pay grade with a higher maximum rate of pay.
- **3:11** The word "demotion" shall mean a change from one pay grade to another pay grade with a lower maximum rate of pay.
- **3:12** The word "transfer" shall mean a change by **an** employee from one position in a pay grade to another position within the same pay grade in Schedule"A".

# Article 4 - Union Security and Dues Check-Off

- 4:01 The Employer agrees to deduct the amount of monthly dues **as** determined by the Union from the salaries of each and every employee covered by this Agreement. The Employer also agrees to deduct from each and every employee covered by this Agreement the amount of any general assessment levied by the Union, with the proviso that such an assessment shall be limited to one (1) per calendar year, and that such assessment formula can be operated through the Employer's present payroll system.
- **4:02** The Employer will remit to the Union monthly, any monies deducted with a list of employees and casual employees from whom deductions have been made.

The Employer shall also provide the following data to the Union at the time of remission of Union dues: employee's bargaining unit, classification, work location, and home address, the employee's address shall be excepted only when an employee has expressly instructed the Employer in writing that due to security concerns personal information should not be disclosed *to* any third party.

- **4:03** The Union shall notify the Employer in writing of any changes **in** the amount of dues **a** least one (1) month in advance prior to the effective date of such change.
- 4:04 In consideration of the foregoing clauses, the Union shall hold the Employer harmless with respect to all dues so deducted and remitted and with respect to any liability which the Employer may incur as a result of such deductions.
- **4:05** The Employer shall include the amount of Union dues paid by each employee during the relevant year on the Income **Tax** T4 slips.
- 4:06 All new employees shall, as a condition of employment, become and remain members in good standing in the Union as of the date of hire.

The Union will provide the Employer with Union membership application forms. The Employer shall distribute said application forms within its employment process and

advise new employees that they must be a member of the **Union** to work in the facility/region. The new employee will be directed to fill out the form and give it to the **union's** designated officer at the facility/site.

# Article 5 - Technological Change

**5:01** Technological change shall mean the introduction by **an** Employer into **his** work, undertaking or business of equipment or material of a different nature or kind than that previously used by him in the operation of the work, undertaking or business, and a change **in** the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

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

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.
- (b) Negotiations on the effects of the technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) If the Union and the Employer fail to agree upon **measures** to protect the employees from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of this Agreement.
- **5:02** An employee who is displaced from herjob **as** a result of the technological change shall be given an opportunity to fill any vacancy for which she has seniority and for which she has the qualifications and ability to perform. If there is no vacancy, she shall have the right to displace employees with less seniority, in accordance with lay-off procedures specified in this Agreement.
- (a) Where new or greater skills are required than are already possessed by affected employees under the present methods of operations as a result of the technological change, the Employer agrees that employees shall be trained on the new equipment or new methods of operation, and said training shall be provided and paid for by the Employer during normal working hours if possible. In addition, at the option of the Employer, the employee may be trained in a new area in respect of which there is a demand within the facility for individuals possessing such skills. A reasonable training period (not to exceed twelve (12) months) will be provided by the Employer. During the above training periods the employees shall be paid at their current rate of pay.
  - (b) The Employer agrees that where two (2) or more employees require training in (a) above, first consideration shall be given to the employee with the most seniority.

5

# Article 6 - Grievance Procedure

- **6:01** A grievance shall be defined **as** any dispute arising out of interpretation, application, or alleged violation of the Agreement.
- **6:02 An** earnest effort shall be made to settle grievances fairly and equitably in the following manner, however nothing in this Agreement shall preclude the Employer and the Union **from** mutually agreeing to settle a dispute by any means other than those described in the following grievance procedures without prejudice to their respective positions.
- **6:03** Local Union representatives, upon **request** to their immediate supervisor and subject to operational requirements, shall be granted necessary time **off** with pay to meet with the Employer for the purpose of processing grievances subject to a maximum cost to the Employer of maintaining salaries of two (2) employees, or more employees so engaged if mutually agreed upon. Such permission shall not be unreasonably withheld.

#### 6:04 Discussion Stage

Within ten **(1**0) calendar **days** of the occurrence of the grievance, the employee shall attempt to resolve the dispute with **his** immediate Supervisor who is outside the bargaining unit.

#### 6:05 Step One

If the grievance is submitted but not resolved within ten (10) calendar days from the time the grievance was first discussed with the Supervisor, the grievor and/or the Union representative may, within the ensuing ten (10) calendar days, submit the grievance in writing to the Department Hest or designate.

#### 6:06 Step Two

Failing settlement of the grievance within ten (10) calendar **days** after submission under Article 6:05, the Union may within the ensuing ten (10) calendar **days**, submit the grievance in writing to the designated Administrative **Cfficer**.

- **6:07** The foregoing time **limits** may be extended by written mutual agreement between the Employer **and** the Union.
- **6:08** An employee may choose to be accompanied by a **Union** Representative at any stage of the grievance procedure.
- **6:09** Policy grievances and grievances filed **as** a result of dismissal, suspension or demotion shall be submitted at **step** two.

# Article 7 - Arbitration Procedure

7:01 Failing settlement of the grievance within ten (10) calendar days after submission under Article 6:06, either party may refer the matter to arbitration by serving written notice to the other party within the ensuing thirty (30) calendar days.

- 7:02 Unless both parties agree to the selection of a Sole Arbitrator within ten (10) calendar days following the matter being referred to Arbitration, each party shall in the next ten (10) calendar days give notice to the other party in writing naming its nominee to the Arbitration Board.
- **7:03** The two (2) named members of the Board shall, within ten (10) calendar days, name a third member of the Board who shall be Chairperson.
- **7:04** In the event of **a** failure to agree upon a third person, the **Minister** of **Labour** for the Province of Manitoba shall be requested to appoint **a** third member.
- **7:05** The Arbitration Board or the Sole Arbitrator shall not be empowered to make any decision inconsistent with the provisions of **this** Agreement, or to modify or amend any portion of **this** Agreement.
- 7:06 The Board shall determine its own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The Board shall hear and determine the difference(s) or allegation(s) and render a decision within ten (10) calendar days from the time it holds its final meeting.
- 7:07 The decision of the majority or the Sole Arbitrator shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration or the Sole Arbitrator shall be firal and binding and enforceable on all parties.

#### 7:08 Clarification on Decision

Within ten (10) calendar **days** following receipt of the award, should the parties **disagree as** to the meaning of the decision of the Board or the Sole Arbitrator either party may apply to the Chairperson of the **Board** of Arbitration or Sole Arbitrator, to reconvene. Within ten (10) calendar **days** the Board of Arbitration or the Sole Arbitrator shall reconvene to clarify the decision.

# **7:09** Expenses of the Board

Each party shall pay:

- (a) the fees and expenses of the **Nominee** it **appoints**
- (b) one-half the fees and expenses of the Chairperson or Sole Arbitrator.
- 7:10 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever.
- 7:11 The foregoing time **limits** may be extended by written **mitual** agreement between the Employer and the **Union**.

# <u>Article 8 - Seniority</u>

8:01 Seniority shall mean the total of all hours paid at the employee's regular rate of pay from

the time the employee last entered the service of the Employer in the Facility Support Component to the last time her name appears on the payroll.

- 8:02 In order to be eligible for a vacant position, an employee must first possess the qualifications prescribed by the Employer for the position concerned, possess a satisfactory employment record and meet the physical requirements of the position in question. Where more than one (1) employee possesses the above selection criteria, the vacancy selection shall be based upon seniority.
- **8:03** Seniority will determine the level of benefit entitlement of such benefits **as** vacation. Actual entitlement in any calendar year of benefits such **as** vacation and income protection is based strictly on regular paid hours including any period of:
  - (a) Paid leave of absence.
  - (b) Paid income protection.
  - (c) Unpaid leave of absence up to four (4) weeks. In the event that the unpaid leave is in excess of four (4) weeks, accrual of benefits ceases effective at the commencement of such leave.
  - (d) Workers Compensation up to two (2) years in that appropriate time period.
- **8:04** Seniority will terminate if an employee:
  - (a) resigns;
  - (b) is discharged for just cause and not reinstated under the grievance or arbitration procedure;
  - (c) is laid off and fails to report for duty as instructed as per Article 10:06;
  - (d) is laid off for more than twenty-four (24) months,
  - (e) fails to report for work as scheduled at the end of an approved leave of absence, suspension, or vacation, without an explanation satisfactory to the Employer;
  - (f) is promoted or transferred out of the bargaining unit and has completed the trial period in the new position.
  - (g) is absent for two (2) consecutive work days and does not provide the Employer with an acceptable explanation.
- 8:05 Seniority will continue to accrue if an employee:
  - (a) is on any period of paid leave of absence;
  - (b) is on any period of paid income protection;
  - (c) is on any period of paid vacation;
  - (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks except those referenced in 8:05 (e);
  - (e) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or LTD for a period of up to two
    (2) years from the date of the first absence from work related to the injury or illness;
  - (f) is on parenting leave;
  - (g) is assigned to temporarily relieve or replace an employee in an out of scope position;

8

- 9
- (h) She/he is on an educational leave of absence up to two (2) years.
- **8:06** Seniority will be retained but will not accrue if an employee:
  - (a) is on any unpaid leave of absence in excess of four (4)consecutive weeks; except those referenced in Article 8:06 (b);
  - (b) is on an unpaid leave of absence due to injury or illness which may be compensable by Workers Compensation, M.P.I. or LTD for a period of more than two (2) years from the date of the first absence from work related to the injury or illness;
  - (c) is laid off for less than twenty-four (24) months;
  - (d) is on the trial period of an out-of-scope position;
  - (e) is in a term in an out of scope position;
  - (f) is on an educational leave of absence in excess of two (2) years.
- 8:07 A seniority roster of all employees indicating the total seniority hours since the date of entry into the service of the Employer, in the Facility Support Component shall be prepared by the Employer at an effective date of December 31st of each year. This roster will be posted on the employees' bulletin board no later than March 3 1st of each year. The roster shall be open for correction for a period of twenty (20) calendar days from the date of the initial posting, on presentation of proof of error by an employee or the Union Representative. At the expiration of the twenty (20) days, the above seniority list, **as** corrected within such twenty (20) days, shall be considered to be the accurate seniority list and shall not be subject to further changes until the next posting.

A seniority list shall be distributed, upon Written request, to the local/site Union Representative on a semi - arrual basis.

# Article 5 - Vacancies Pro and Transfers

- 9:01 (a) Vacant positions which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days. Such postings shall state required qualifications, current shift, current hours of work, current location and current wage rate. The Employer also agrees to provide the Local Union President with a copy of all such postings.
  - (b) An employee on vacation when a vacancy occurs shall be considered for the promotion or transfer, provided she has submitted the prescribed application form prior to her departure.
- **9:02** The Employer will select the person for the position and will post her name in the same location where the position was previously posted for a period of three (3) consecutive calendar **days**.
- **9:03** All promotions and voluntary transfers are subject to **a** three (3) month trial period (six **(6)** months for part-time employees) **and** if during **this** trial period an employee is found by the Employer to be unsatisfactory **in** her new position or wishes to **return** voluntarily to her

10

former position, she shall be returned to her former position without loss of seniority, as per Article 8:01. All other employees so affected may be returned to their former positions as required without any notice requirement. In addition, the parties agree that the Employer may extend the above referenced trial period by up to three (3) months for full-time and up to six (6) months for part-time employees if it deems it appropriate.

- 9:04 When an employee is promoted, her new and future salary will be determined as follows:
  - (a) The new salary will be the rate of her new job title which is at least the next higher to her rate on her formerjob title.
  - (b) Subject to Article 17:03, the subsequent increments, if any, shall be due upon the completion of full-time yearly hours, in the new position worked, **as** per Schedule "A" and Article 12.
- **9:05** Where an employee is demoted from a position in a higher pay grade to a position in a lower pay grade, she shall be placed on the same increment step of the lower pay graded position **as** that she attained in the higher pay **graded** position.
- **9:06** New employees with less than **six** (6) months service **in** a given position with the Employer in the Facility Support Component will be eligible for promotion or transfer solely at the discretion of the Employer.

# Article 10 - Layoff and Recall

- **10:01** In the event of a layoff, employees shall receive four **(4)** weeks notice or pay in lieu of such notice. Written notice shall be given by personal service or registered mail to the employee(s) concerned and a copy of the notice shall be forwarded to the Union.
- **10:02** In the event of a reduction in the work force, employees will be laid **off** in reverse order of seniority within their classification. **When** reducing **staff**, senior employees may exercise their seniority to displace a less senior employee in **an** equivalent or lower grade provided the employee **has** a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- **10:03** No new employee shall be hired until those laid **off** have been given an opportunity to bid on vacated positions **as** per Article 8:02 of the Collective Agreement.
- **10:04** Employees laid off in accordance with Article 10:01 shall be recalled by order of seniority to available positions in **equal** or lower paid occupational grade/classification provided they are qualified to perform the required work.
- 10:05 To be eligible for recall, prior to the employee's last shift before being placed on layoff status, the employee must provide the Employer with their current address, and further, during the layoff period, must inform the Employer immediately of any address changes.

- **10:06** As per Article 10:05 above, the employee must communicate with the Employer within seven (7) calendar days of **his** notice of recall being delivered to **his** recorded address. Further, the employee must be prepared to begin work at the time designated by the Employer.
- **10:07** The right of a person who has been laid offto be rehired under **this** Agreement will be forfeited and shall be considered terminated in the following circumstances:
  - (a) if the person did not communicate with the Employer **as** specified in Article 10:06.
  - (b) if the person did not report to work when instructed to do so and fails to provide a written explanation satisfactory to the Employer.
  - (c) a twenty-four (24) month period has elapsed since the date of layoff, as per Article 8:04 (d).

#### 10:08 Reduction of Hours/Deletion of an Occupied Position:

- 1. In the event that an employee has his/her hours of work reduced or her position is deleted, the employee shall be given four (4) weeks notice or four (4) weeks pay in lieu thereof and a copy of such notice shall be forwarded to the Union.
- 2. Employees whose hours of work have been reduced or whose position has been deleted, **shall** be entitled to exercise their seniority within the same classification, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question. Where it is not possible, employees shall be entitled to exercise their seniority to displace a less senior employee in **an** equivalent or lower classification within the scope of **this** Agreement provided the **employee** has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- **10:09** Notwithstanding Article 20:01, providing the employee has indicated to the Employer a desire to work additional available **shifts** in writing, such **shifts** shall be offered to **an** employee on layoff, or **an** employee who **has** had her hours reduced, before part-time and casual employees, provided she possesses the qualifications and orientation prescribed by the Employer for the position concerned and meets the physical requirements of the position in question. The available **shifts** accepted by the employee on layoff or an employee who has had her **hours** reduced cannot exceed the employee's EFT prior to layoff, or reduction in hours. Such available **shifts** shall be distributed on a seniority basis.

In the event the employee **accepts** additional available shifts, the provisions of the collective agreement shall be applicable except **as** modified hereinafter:

- (a) vacation pay shall be calculated in accordance with Article 20:05 and shall be paid at the prevailing rate for the employee on each pay cheque, and **shall** be prorated on the basis of hours paid at regular rate of pay,
- (b) income protection accumulation shall be calculated as follows:

Additional available hours worked by the laid off employee X Full-time hours

Entitlement of a Full-time Employee

- (c) the employee shall be paid four and one-quarter percent (4.25%) of the basic rate of pay in lieu of time of fon Recognized **General Holidays.** Such holiday pay shall be calculated on **all** paid hours and shall be included in each pay cheque.
- (d) participation in benefit plans is subject to the provisions of each plan.
- (e) seniority shall be calculated in accordance with regular hours worked for these additional available shifts.
- **10:10** Notwithstanding the provisions of Article 10:08 or any other of the provisions of Article 10, nothing contained therein shall be used for the purpose of **affecting** an **across** the board reduction of hours in the **facility** or the region.

# Article 11 - Leave of Absence

11:01 Leaves of absence with or without pay may be granted for a period for a good and sufficient reason at the discretion of the Employer. Except in emergency circumstances, all requests for leave of absence mst be made in Writing to the department head at least thirty (30) calendar days in advance, specifying the reason for requested leave and the proposed dates of departure and return.

#### **11:02** Parenting Leave

Parenting Leave consists of Maternity Leave and Parental Leave. Parental Leave includes Paternity and Adoption Leave.

#### (i) Maternity/Parental Leave

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

- (a) An employee **mst** have completed six (6) months employment as of the intended date of leave **unless** otherwise agreed to by the Employer.
- (b) A written request must be submitted not later than the end of the twentysecond (22nd) week of pregnancy, indicating length of time required. In cases where an earlier leave is required, a written request must be submitted not less than four (4) weeks before the intended date of leave, indicating length of time requested.
- (c) In the interest of job performance or employee health, **as** verified by a qualified medical practitioner, **the** Employer will have the **right** to place the employee **on** Maternity Leave.
- (d) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave Without a return to work unless otherwise approved by the Employer.

(e) A full-time employee may choose to receive up to five (5) days payment of normal salary **from** accumulated income protection credits before or after the period covered by Employment Insurance. Such days that may be utilized for this purpose will be **as** set out in Article 15:11.

A part-time employee may choose to receive income protection **credits** similar to full-time employees but prorated to reflect her paid hours of work within the previous fifty-two **(52)** weeks. Such days that may be utilized for this purpose will be as set out in Article 15:11.

#### (ii) Parental Leave - Paternity

**An** employee shall receive Parental Leave of thirty-seven (37) weeks, subject to the following conditions:

- (a) He becomes the natural father of a child and **assumes actual** care and custody of his child.
- (b) He has completed six (6) months employment as of the date of the intended leave.
- (c) He submits to the employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application **as** the day on which the employee intends to commence the leave.
- (d) Parental Leave must be completed not later than the anniversary date of the birth of the child or the date on which the child came into the **actual** care and custody of the employee.

#### (iii) Parental Leave - Adoption

**An** employee shall receive Parental Leave of up to thirty-seven (37) weeks without pay, subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province.
- (b) An employee may commence Adoption Leave upon one (1) days notice provided that application for such leave is made when the adoption has been approved and the employer is kept informed of the progress of the adoption proceedings.
- (c) **An** employee has completed six (6) months employment as of the date of the intended leave.
- (d) Parental Leave must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into **actual** care and custody of the employee.
- (iv) An employee wishing to return to work after Maternity and/or Parental Leave shall notify the Employer in writing at least four (4) weeks in advance of her return. On return from Maternity and/or Parental Leave, the employee shall be placed in her former position and shift schedule at the same increment step.
- (v) **An** employee may end her parental leave earlier than the thirty-seven (37) weeks by giving the Employer Written notice at least two (2) weeks, or one pay period, whichever is longer before the day the employee wishes to end the leave. **On**

return from maternity and/or Parental Leave, the employee shall be placed in her former classification and shift schedule at the same increment step.

11:03 (a) An employee shall be granted four (4) regularly scheduled consecutive days leave without loss of pay and benefits, one of which shall be the day of interment or cremation, in the case of the death of a parent, wife, husband, child, brother, sister, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in-law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiance, sister's husband/brother's wife, and any other relative who was residing in the same household at the time of his /her death.

One day may be retained for use in the case where actual interment or cremation is at a later date.

- (b) Compassionate leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the employee is required to attend a funeral more than two hundred and fifty(250) kilometres from the respective facility, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility.
- (c) The time off referenced to in (a) above shall not be considered as needed during periods when an employee was not scheduled to be on duty, i.e. days off, vacation periods, holidays and days during which income protection is being utilized.
- 11:04 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 11:03 (b) above.
- 11:05 An employee required to serve as a juror or one subpoenaed as a witness in any court of law, other than a proceeding resulting from an employee's conduct or affairs, shall be granted a leave of absence without loss of basic pay.
- **11:06** Employees **shall** be **allowed** the **recessary** time **off** without loss of basic pay to attend citizenship **court to** become **a** Canadian citizen up to a **maximum** of one (1) calendar day.
- **11:07** An employee requesting to be absent from work on approved Union business shall be granted a reasonable leave of absence for such purpose, subject to operational requirements. The Employer shall continue to pay the employee in a *regular marrer* and the Union will reimburse the Employer for the salary and benefits accruing to the employee during her leave of absence and for any other extra cost incurred by the Employer.

Except in cases of emergency, at least fourteen (14) calendar days advance notice of request for such leave will be given by the employee or the Union.

11:08 Upon request, up to one (1) days' income protection shall be paid to the parent on the occasion of a birth or adoption of a child, Such leave shall be paid from the family illness income protection bank as stipulated in Article 15:12, provided the full provisions of 11:02 (e) are not utilized.

# Article 12 - Hours of Work

- **12:01** Regular hours of work for full-time employees will be:
  - (a) seven and three-quarters (7 3/4) hours per day excluding meal periods and including rest periods; and
  - (b) thirty-eight and three-quarters (38 3/4) hours per week;
  - (c) seventy-seven and one-half (77 1/2) hours bi-weekly.
- 12:02 The unpaid meal period away from the work station will be scheduled by the Employer and will not be less than one-half (1/2) hour as per Article 12:01.
- 12:03 A rest period of fifteen (15) minutes, away from the work station, will be allowed by the Employer during each consecutive three (3) hour period of work, or unless otherwise mutually agreed to between the Employer and the employee.
- 12:04 Shift schedules for a minimum of **a** two (2) week period shall be posted at least two (2) weeks **in** advance of the beginning of a scheduled period. Except in cases of emergency, **shifts** within the minimum two (2) week period shall not be altered after posting except by mutual agreement between the employee and the Employer.
- 12:05 Full-time employees shall be assigned every second (2nd) weekend **cff**, weekend being defined **as** Saturday and Sunday. By mutual agreement employees may alternate the weekends on which they are not **required to** work.
- **12:06** For identification purposes, **shifts** will be named **as** follows:
  - (a) the shift commencing at or about 2330 hours shall be considered the first/night shift;
  - (b) the shift commencing at or about 0730 hours shall be considered the second/day shift;
  - (c) the shift commencing at or about 1530 hours shall be considered the third/evening shift.
- 12:07 Requests for interchanges in posted shifts shall be submitted in writing co-signed by the employee willing to exchange shifts with the applicant. These requests are subject to the approval of the department head or designate and shall not result in overtime costs to the facility.
- **12:08** This Article shall not prevent trial and implementation of changes in **shift** length or regular working hours if mutually agreed between the Hospital and the Union.

- 12:09 Employees shall not be scheduled to work a split shift, unless mutually agreed to by the employee and the Hospital.
- 12:10 The Hospital agrees to assign time offas equitably as possible over **Christnes** and New Year's, endeavouring to grant each employee as many consecutive days off as reasonably possible over either **Christnes** Day or New Year's Day.

As much as reasonably possible, **Christmas** Eve and Boxing Day shall be assigned with Christmas Day; New Year's Eve shall be assigned with New Year's Day, unless otherwise mutually agreed.

12:11 An employee or a casual employee who is required to terminate or commence her shift between 0001 and 0600 hours and who does not have her own transportation, will have transportation provided by the Hospital at no cost to the employee involved.

#### 12:12 Cancelled Shifts

An employee who reports for work as scheduled and finding no work available shall be paid a minimum of three (3) hours at her basic rate of pay. However, when such employee works any portion of her scheduled shift, she shall receive pay for that entire shift.

### Article 13 - Overtime

- 13:01 Effective Date of Ratification (October 22, 2002), overtime shall be all time authorized by the Employer and worked in excess of regular daily or bi-weekly hours of work as specified in Article 12:01. Overtime shall be compensated at one and one-half (1%) times the basic rate of pay for the first three (3) overtime hours worked and double time (2x) for all overtime hours worked thereafter.
- **13:02** All overtime worked on a *General* Holiday shall be paid at two and one-half (2 1/2) times the employee's basic rate of pay.
- **13:03** By **mitual** agreement between **the** Employer and the employee, overtime may be compensated for by the **granting** of equivalent time **off** at applicable overtime rates. Such time **shall** be taken by the employee prior to March 31 of any **year**.
- 13:04 When overtime is required, it shall be offered to the most senior qualified volunteer employee, and when there are no volunteer employees, such duty shall be assigned starting with the nost junior employee in the area, on duty, that is qualified.
- 13:05 A full-time employee required to **report** back to work outside her **regular** working hours shall be paid at overtime rates for all hours worked with a minimum of *three* (3) hours at overtime rates. Where an employee is called back within two (2) hours prior to the commencement of her **next** scheduled shift she will be paid at overtime rates for all time worked prior to the **starting** time of the next scheduled **shift**.

- **13:06** Shifts worked when time switches from Central Standard to Daylight Saving Time and vice-versa shall be paid at straight time rates for actual hours worked.
- **13:07** An employee required by the Employer to attend in-service meetings or interdepartmental meetings outside his regular hours shall be paid straight time rates for time spent in attendance at in-service meetings or interdepartmental meetings or be given equivalent time off if mutually agreed to between the Employer and the employee. Failing agreement, payment at straight time rates shall apply.
- **13:08** A meal shall be provided or Five Dollars (\$5.00) in lieu of shall be paid to **an** employee when said employee works in excess of two (2) hours following her normal shift.
- **13:09** Effective Date of Ratification (October **22**, **2002**), employees working two (2) consecutive shifts will be paid at double time for the second shift.
- **13:10** A full-time employee who works on a scheduled day **off** shall be paid two **(2x)** times the employee's rate of pay for all hours worked.

# Article 14 - General Holidays

**14:01** The following are recognized **as** general holidays for purposes of **this** Agreement and either they or an alternate day off in lieu will be given at the basic rate. Failing **this**, an additional day's pay at the basic **rate** shall be granted in lieu.

New Year's Day (Jan. 1)	Victoria Day
Good Friday	August Civic Holiday
Easter Monday	Thanksgiving Day
<b>Canada</b> Day	Christmas Day (Dec. 25)
Labour Day	Boxing Day
Remembrance Day	

and any other day proclaimed as a holiday by Federal or Provincial authorities.

- 14:02 An employee required to work on a general holiday will be paid at the rate of one and one half (1 1/2) times her basic rate of pay for all hours worked up to seven and three-quarters (73/4) hours.
- 14:03 Subject to Article 14:06 below, an employee required to work on a general holiday will also be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take an alternate day off within thirty (30) working days before or after the holiday, an additional day's pay at the basic rate shall be granted in lieu.
- 14:04 Subject to Article 14:06 below, if a general holiday falls on the regular day off of an employee or during her **annual** vacation, she shall be granted an alternate day off with basic pay at the mutual convenience of the Employer and the employee. If an agreement cannot be reached that would allow the employee to take **an alternate** day off within thirty

(30) working days before or after the holiday, a day's pay at the basic rate shall be granted in lieu.

- 14:05 If a general holiday falls on a day on which **an** employee is receiving income protection benefits, it **shall** be paid **as** a holiday and not deducted from income protection **credits**.
- 14:06 Full-time employees shall be allowed to bank up to five (5) alternative days off in lieu of general holidays, for the employee's future use, at a time mutually agreed to between the employee and the Employer. The employee shall submit her request for time off at least four (4) weeks ahead of the day(s) wanted. Approval will be based on operational requirements and will be granted whenever possible. If compensating time off is impractical to schedule by March 31, of any year, the employee shall receive her regular rate of pay for all days banked.
- 14:07 Where the Facility determines that work is to be performed on a general holiday, the employee whose regular scheduled shift that falls on the general holiday shall have the option to work on **that** *shift*, provided the employee submits a written request to her supervisorprior to the posting of a schedule as per Article 12:04. Such request shall not be unreasonably denied.

Where more **than** one employee is involved, the most senior employee in that classification shall be given preference.

#### **14:08** General Holidays

The Employer agrees to distribute time **offas** equitably **as** possible over **Christmas** and New **Year's** endeavouring **to** grant each employee as many consecutive days **off as** is reasonably possible over either Christmas Day or New Year's Day.

# Article 15 - Income Protection

- **15:01** The provision of income protection is for the sole purpose of insuring an employee a continuing income during periods of **bona** fide sickness.
- 15:02 An employee who is absent from scheduled work due to illness, disability, quarantine or because of an accident for which compensation is not payable under the **Wirkers** Compensation Act or the Manitoba Public Insurance Corporation as a result of a motor vehicle accident, *shall* be entitled to her regular basic pay to the extent that she has accumulated income protection credits.
  - (a) Time offfor medical, dental and chiropractic examinations or treatments, including reasonable travel time within the City of Winnipeg, shall be granted and such time off shall be chargeable against the employees accumulated income protection credits, providing the following conditions are met:
    - (i) whenever possible, appointments **are** to be made on the employee's day **off** or at a time when she is not on duty;

- (ii) if (i) above is not possible or practical due to the urgency of the illness or the inability of obtaining an appointment at that time, the employee is to discuss her situation with her Supervisor and attempt to arrange to be absent at a time which is the least disruptive to the department. In determining an acceptable time for the employee to be absent, the urgency of the illness will be a major consideration;
- (iii) the Supervisor may require the employee to see the Coordinator of Staff Health or other health care practitioner **as** designated by the Employer.
- **15:03 An** employee who will be absent under the conditions outlined in Article 15:01 shall **inform** her supervisor prior to the commencement of her next scheduled shift(s). **An** employee who fails, without valid reason, to give notice **as** specified below will not be entitled to receive income protection benefits for the shift(s) in question:

Prior to the Day **Stift** ... One (1) Hour Prior to Evening **Stift** ... Three (3) **Hors** Prior to Night **Stift** ... Three (3) **Hors** 

Reasonable notice for pre-scheduled medical, dental or chiropractic examination or treatment will be seventy-two(72) hours. An employee undergoing elective surgery must give seven (7) days notice except in cases of emergency.

**An** employee returning to work following an absence of one (1) or more scheduled shifts shall notify the Employer as soon as possible but no later than the following:

Day **Shift** notify the Employer by 1400 hours the day prior to returning to work; Evening **Shift** notify the Employer by 1000 hours the day returning to work; Night Shift - notify the Employer by 1200 hours the day returning to work.

If an employee reports for work after a period of illness and has not given proper notification, she may be sent home with no pay.

- **15:04** Income protection shall accumulate at the rate of one and one-quarter  $(1 \frac{1}{4})$  days for each full month of service.
- **15:05** A committee comprised of Management and Union personnel will review payments of income protection to employees in order to minimize the abuse of income protection. Disciplinary action will be at the sole discretion of the Employer.
- **15:06** Income protection credits will accumulate **on** the same basis **as seniority** is accrued under Article 8.
- **15:07** During the probationary period, **as** per Article 3:05, an employee may claim accumulated income protection credits. However should an employee be terminated prior to the expiry of the above referenced probationary period, income protection credits paid to the employee will be recovered by the Ernployer.

- **15:08** The Employer reserves the right to require **a** certificate from a qualified medical practitioner **as** proof of the employee's fitness to **return** to work, or to determine the approximate length of illness, or in the case of suspected abuse, **as** proof of illness in regard to any claim for income protection, Failure to provide such **a** certificate when requested may **disqualify** an employee from receiving income protection benefits.
- **15:09** If an employee is to be absent for illness for **a** period exceeding her income protection, including EI credit, she must request, or cause someone on her behalf to request **a** leave of absence in writing for the expected duration of convalescence within ten (10) days of her last paid day of income protection.

In such cases, **an** employee shall be granted **an** unpaid leave of absence for a period of one **(1)** month per year of service up to a maximum of twelve (12) months. The employee will be responsible to notify the department every month to update the Employer regarding her medical status as well as her expected date of return.

#### **15:10** Income Protection and Workers Compensation

- (A) (i) An employee who becomes injured or ill in the course of performing his/her duties must report such injury or illness as soon as possible to his/her immediate supervisor.
  - (ii) An employee unable to work because of a work-related injury or illness will inform the Employer immediately in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (W.C.B.). Workers Compensation payment will be paid directly to the employee by W.C.B.
  - (iii) 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 a written application to the Employer requesting an advance subject to the following conditions:
    - (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
    - (b) 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.
    - (c) The employee shall reimburse the Employer by assigning sufficient W.C.B. payments to be paid directly to the Employer to offset the total mount of the advance.

- (d) In the event 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** collective agreement and the Employer shall recover the total amount of the advance by payroll deduction.
- (e) Upon written request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (B) (i) An employee who has accumulated sufficient income protection credits may elect to submit a written application to the Employer requesting that the Employer supplement the W.C.B. payments. The amount of such supplement will equal ten percent (10%) of the employee's regular net salary not earned due to the time loss. Regular net salary will be based on the employee's basic salary as defined in Article 17:02 of the collective agreement (exclusive of overtime), less the employee's usual income tax deduction, Canada Pension Plan contributions and Employment Insurance contributions.
  - (ii) The Employer's supplement shall be charged to the employee's accumulated income protection credits and such supplement **shall** be paid until the employee's accumulated income protection credits **are** exhausted, or until one hundred and nineteen (1**19)** calendar **days** have elapsed since the first day of supplement, whichever occurs first.
  - (iii) Subject to the provisions of each plan, the employee may request in writing that the Employer deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the Employer's pension plan, dental *care* plan, long term disability plan and group life insurance plan **as** if the employee **was** not disabled. If the supplement is not sufficient, or where the employee elects to receive **an** advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer to ensure the continuation of these benefit plans. The Employer will contribute its **usual** contributions to these benefit plans while the employee contributes.
  - (iv) Further to this, the Employer shall notify the Workers Compensation Board of salary adjustments at the time they occur.
  - (v) In accordance with Section 41 (6) (b) of the Workers Compensation Act of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1, 1994, so that the W.C.B. may determine whether or not the supplements referenced in (B)(i) above shall continue in effect after January 1, 1995.
  - (vi) If at any time, it is decided by the Workers Compensation Board that any payment to be made to the employee by the Employer must be offset against

benefits otherwise payable by the Workers Compensation Board, then such payment shall not be payable.

- (C) (i) Where an employee is unable to work because of injuries sustained in a motor vehicle accident she must advise her supervisor as soon as possible and she must submit a claim for benefits to the Manitoba Public Insurance Corporation (M.P.I.). The employee shall be entitled to receive full income protection benefits for any period of time deemed to be a "waiting period" by M.P.I.
  - (ii) Subject to (i) above, where an employee has applied for M.P.I. benefits and where a loss of normal salary would result while awaiting a M.P.I. decision, the employee may submit an application to the Employer requesting an advance subject to the following conditions:
    - (a) Advance payment(s) shall not exceed the employee's basic salary as defined in Article 17:02 (exclusive of overtime), less the employee's usual income tax deductions, Canada Pension Plan contributions, and E.I. contributions.
    - (b) The advance(s) will cover the period of time from the date of injury in the motor vehicle accident until the date the firalM.P.I. decision is rendered. In no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
    - (c) The employee shall reimburse the Employer by assigning sufficient M.P.I. payments to be paid directly to the Employer to offset the total amount of the advance or by repayment to the Employer immediately upon receipt of payment made by M.P.I. directly to the employee.
    - (d) In the event that the M.P.I. disallows the claim, including any appeal, the employee **shall** be paid for the absence in accordance with the income protection provisions of **this** Agreement and the Employer shall recover the total amount of the advance by payroll deduction.
    - (e) Upon request, the Employer will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Employer.
- (D) (i) Subject to (B), an employee who has accumulated sufficient income protection credits may elect to submit an application to the Employer requesting that the Employer supplement the M.P.I. payments.
  - (ii) The amount of such supplement will **equal** ten percent (10%) of the employee's **regular** net *salary* not **earned** due to the time loss. Regular net *salary* will be **based** on the employee's basic *salary* as defined in Article

**17:02** of the Collective Agreement (exclusive of overtime), less the employee's **usual** income tax deduction, **Canada** Pension Plan contributions and Employment Insurance contributions.

- (iii) The Employer's supplement shall be charged to the employee's accumulated income protection **credits** and such supplement shall be paid until the employee's accumulated income protection credits are exhausted.
- (iv) If at any time it is decided by the Manitoba Public Insurance Corporation that any payment to be made to the employee by the Employer must be offset against benefits otherwise payable by the Manitoba Public Insurance Corporation, then such payment shall not be payable.
- (E) It is agreed that the following will be implemented on a trial basis during the life of this Collective Agreement: Where a work assessment period or a modified return to work period is recommended by M.P.I.C., the Employer shall make every reasonable effort to arrange for such assessment/return subject to the M.P.I. covering all related costs.

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

15:11 For each one and onequarter (1 1/4) days of income protection accumulated, one (1) day (80%) shall be reserved exclusively for the employee's personal use as outlined in Article 15:02. The remaining onequarter (1/4) of a day (20%) shall be reserved for either the employee's personal use as outlined in Article 15:02, or for use in the event of family illness as specified in Article 15:12.

The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes. In the employee's first year of employment, amend one (1) day to read three-quarters (3/4) of a day, and amend one-quarter (1/4) of a day to read one-half (1/2) of a day.

**15:12** Subject to the provisions of **15:11**, an employee may use up to five (5) days income protection in any one (1) calendar year for illness of a spouse, child or parent.

# Article 16 - Annual Vacation

**16:01** The vacation **year** shall be from the **1st** day of April in the one year to the **31st** day of **March** in the next year.

**16:02** An employee who **has** completed less than one (1) year's continuous employment **as** of March 3 1st will be granted vacation **based** on a percentage of regular hours worked, in the new vacation year.

24

- **16:03** Arrual vacation shall be earned at the rate of:
  - 15 working days per year commencing in the 1st year of employment
  - 20 working days per year commencing in the 4th year of employment
  - 25 working days per year commencing in the 11th year of employment
  - 30 working days per year commencing in the 21st year of employment

Vacation entitlement for the vacation year following completion of the 3rd, 10th and 20th years of continuous employment shall be determined by a pro-rata calculation based upon the two (2) rates of earned vacation.

- **16:04** Employees may receive their vacation pay not later than the date preceding the day their vacation commences if application has been made to the Employer, in Writing, two (2) weeks in advance.
- 16:05 The Employer will post a projected vacation entitlement list not later than two (2) months prior to the vacation cut-off dates as per Article 16:01. Employees shall indicate in Writing their preferences as to vacation dates within thirty (30) calendar days of posting of the projected entitlement list. Priority in the selection of dates shall be given to the employees having the most seniority within each department.

An employee who fails to indicate her choice of vacation within the above thirty (30) calendar day period shall not have preference in the choice of vacation time, where other employees have indicated their preference.

Employees in term positions, as per Article 3:04, will be considered to be assigned to the ward or area they will be working in on the **dates** they select for their respective vacation.

All requests for vacation leave will be subject **to** approval of the employee's supervisor or the designated Administrative Officer based on operational requirements.

- **16:06** The Employer will post an approved vacation schedule of the projected vacation entitlement **list** no later than the first day of the new vacation year. Vacation shall not be changed unless mutually agreed upon by the employee **and** the Employer.
- **16:07** Vacation *earned* in any vacation year is to be taken in the following vacation year **as** per Article 16:01.
- 16:08 In the event that an employee is hospitalized during her vacation, it shall be incumbent upon the employee to inform the Employer as soon as possible. In such circumstances the employee may utilize income protection credits to cover the hospitalization period and the displaced vacation shall be rescheduled at a time mutually agreed upon between the Employer and the employee within the available time periods remaining during the vacation year. Proof of such hospitalization shall be provided if requested.

- **16:09** Where an employee is subpoenaed for jury duty or in receipt of W.C.B. benefits during her period of vacation, there shall be no deduction from vacation credits and the period of vacation so displaced shall be rescheduled at a time mutually agreed between the employee **and** the Employer within the available time periods remaining **during** the vacation year, subject to Article **16:07**.
- **16:10** Vacation entitlement will be payable at the employee's regular rate of pay.

# ti 17 - Salaries and Increments

- **17:01** Employees **shall** be paid in accordance with Schedule "A" attached to and forming part of **this** Agreement. The granting of increases shall be contingent upon the employee having performed her duties in a satisfactory fashion.
- **17:02** Salaries shall be paid bi-weekly to each employee in accordance with his pay grade listed in Schedule "A".
- 17:03 Individual salary increases resulting from the wage schedule shall be implemented on the employee's increment date. When an unpaid leave of absence in excess of four (4) weeks is granted, the annual increment for the employee shall move forward in direct relation to the length of the leave.
- **17:04** Employees temporarily assigned to relieve or replace employees in positions covered by this Collective Agreement that are higher than their normal class, shall be paid sixty-five cents **(\$0.65)** per hour for hours so assigned.
- **17:05** An employee assigned, in writing by the Employer, to temporarily relieve or replace an employee whose position is outside of the bargaining unit will be paid eighty cents (\$0.80) per hour above their existing rate of pay.

#### 17:06 Transportation

- (a) **An** employee required to return to the facility/site on a callback **as** referenced in Article 13:05 will have:
  - (i) Return transportation provided by the Employer subject to a maximum of twenty-five dollars (\$25.00); or
  - (ii) Reimbursement of thirty-four and six tenths of a cent (\$0.346) per kilometre if she uses her own car, subject to a maximum payment of twenty-five dollars (\$25.00).
- (b) Employees who are required to use their own personal vehicle for facility business which has been pre-authorized by the Employer shall be reimbursed by the Employer at the rate of thirty-four and six tenths of a cent (\$0.346) per kilometre for all mileage thus accrued.

- **17:07** The Employer **shall** supply, launder and maintain uniforms for all employees who are required by the Employer to wear a uniform.
- **17:08** Uniforms shall not be worn of fibe premises of the Facility, except when specifically permitted to do so by the Employer.
- 17:09 All uniforms and protective clothing remain the property of the Employer and must be returned by the employee when they are no longer required or on termination of employment. Employees will be liable for seventy-fivepercent (75%) of the cost price of a Uniform or part of a uniform which they have abused or lost.

# Article 18 - Premiums

- (a) Employees required to work the majority of their hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.
  - (b) Employees required to work the majority of their hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy five cents (\$1.75) per hour for that shift.
- **18:02** Shift premium and weekend premium will not be payable while an employee is off duty for any reason.
- **18:03** 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 any **shift** where the majority of hours on that shift fall between 0001 **hours** on the Saturday and **2400** hours on the following Sunday.

# Article 19 - Terminations

- **19:01** An employee may terminate her employment with the **Facility** by giving two (2) weeks written notice, exclusive of vacation.
- **19:02** Employment may be terminated with lesser notice or without notice:
  - (a) by mutual agreement between the Employer and the employee, or
  - (b) during the probationary period of a **new** employee, or
  - (c) in the **event** an employee is **dismissed for sufficient** cause to **justify** lesser or no notice.
- **19:03** The Employer may deduct from an employee's terminal pay an mount equal to her basic pay for the period which she gives inadequate notice of termination.
- **19:04** The Employer Will make available, within seven (7) calendar **days** after termination, **all** amounts due to the employee, including unpaid wages and pay in lieu of **unused** vacation entitlement.

- (a) Part-time employees who indicate in writing to the Employer that they wish to work additional hours shall be offered such work when available providing they are able to perform the required duties. Such additional hours shall be allocated as per seniority within the department amongst those employees who have requested additional hours. It is further understood that such additional hours shall be offered only to the extent that they will not incur any overtime costs to the Employer.
  - (b) Should a part-time employee as described in (a) above refuse to report for work on three (3) occasions in a calendar year when requested and without an explanation satisfactory to the Employer, she will henceforth be offered additional hours at the sole discretion of the Employer until the next seniority list is posted.
  - (c) 1. Where a part-time employee is unable **to** work **all** or part of any additional **hours** for any reason, payment shall be made only in respect of hours actually worked.
    - 2. Additional hours worked by **a** part-time employee shall be included in the determination of **seniority**.
    - 3. Additional hours worked by a part-time employee shall be included when determining **an** employee's earned vacation pay, accumulated income protection **credits**, and general holiday pay in accordance with Article 20:07.
    - 4. When a part-time employee is scheduled to work additional shifts for a period of time as described under Article 3:04 ("TERM POSITION"), she shall be entitled to income protection benefits and bereavement leave.
  - (d) Whenever an employee is called in to work within one (1) hour of the start of the shift and reports for duty within one hour of the start of the shift, she/he shall be entitled to pay for the full shift. In such circumstances the scheduled shift hours shall not be extended to equal a full shift.
- **20:02** Part-time employees are entitled to the benefits provided for under **this** Collective Agreement on a pro-rata basis based on their regular hours worked. Without limiting the generality of the forgoing, the following provisions shall apply.

#### **20:03** Income Protection in Case of Illness

Part-time employees shall accumulate income protection **credits** on a **pro-rata** basis, in accordance with **this** formula:

Hors Paid at Regular Rate of PayXEntitlement of a Full-timeFull-time hoursEmployee

**20:04** Part-time employees may claim payment **from** accumulated income protection **credits** only for those hours they were regularly scheduled to work but were unable to work due to

illness, consistent with Article 20:01 (c) (1).

#### 20:05 Annual Vacations

Part-time employees shall earn vacation on a pro-rata basis in accordance with this formula:

Hors Paid at Regular Rate of PayXEntitlement of a Full-timeFull-time hoursEmployee

Actual vacation entitlement will be based on years of service. Accumulated hours *shall* only govern rate of vacation pay for the current vacation year.

**20:06** Unless **otherwise** mutually agreed between the employee and the Employer, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a **full-time** employee.

#### **20:07** General Holidays

Part-time employees will be paid four-point-two-fivepercent (4.25%) of their basic pay in lieu of time off on *General* Holidays. Such holiday pay shall be included in each regular pay cheque.

#### 20:08 Overtime

Part-time employees shall be entitled to overtime rates when authorized to work in excess of the daily or bi-weekly hours of work as specified in Article 12.

#### **20:09** Increments

**Salary** increments for part-time employees will be granted after completion of the hours dictated in Schedule "A" **util** the **maximum** of the appropriate *salary* schedule (scale) is **attained** (see attached).

#### **20:10** Compassionate Leave

(a) A part-time employee shall be allowed to take up to four (4) consecutive calendar days off, one of which shall be the day of interment or cremation, in the case of the death of a parent, wife, husband, child, brother, sister, brother's wife, sister's husband, mother-in-law, father-in-law, common-law spouse, daughter-in-law, son-in- law, sister or brother of spouse, the wife or husband of the spouse's sister or brother, grandparent, grandparent-in-law, grandchild, step children, step parents, latest foster parents, former legal guardian, fiance, sister's husband/brother's wife, and any other relative who was residing in the same household at the time of his/her death, she shall receive pay at the basic rate for each scheduled hour of work within those four (4) days.

One day may be retained for **use** in the case where **actual** interment or cremation is **at** a later date.

(b) Compassionate leave as referenced in (a) above, shall be extended by up to two (2) additional consecutive days provided the part-time employee is required to attend a

28

funeral more than two hundred and fifty(250) kilometres from the respective facility, or may be granted at the Employer's discretion if the travel required is less than two hundred and fifty (250) kilometres from the respective facility. The part-time employee shall receive pay at the basic rate for each scheduled hour of work within these two (2) days.

- (c) The time **off** referenced to in (a) above shall not be considered **as** needed during periods when a part-time employee was not scheduled to be on duty, i.e. **days off**, vacation periods, holidays and days during which income protection is being utilized.
- 20:11 Necessary time off up to one (1) day at basic pay shall be granted to an employee to attend a funeral as a pallbearer or mourner. Additional travel time shall not be compensated as per Article 20:10 (b).

# Article 21 - Committees

- 21:01 The parties hereto agree to a joint committee being established to deal with such matters of mutual concern as may arise from time to time in the operation of the Facility.
- 21:02 The Committee shall be composed of equal representation from the Employer and the local Union with the total committee representation not to exceed four (4) members, unless mutually agreed otherwise. The local Union committee may at any time have a Representative from The Manitoba Government and General Employees' Union.
- **21:03** The Committee **shall** meet **as** and when required **a** a mutually agreeable time upon written notice being given by either party. **An** agenda will be prepared by the calling party and shall be submitted five (5) working days prior to the meeting **taking** place.
- 21:04 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement. The Committee shall not supersede the activities of any committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decision or conclusions reached in their discussions. The Committee may make recommendations to the Union and the Employer with respect to its discussions and conclusions.
- **21:05** 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 where necessary.
- **21:06** A Safety Committee, **as** per the Workplace Safety and Health Act, shall be established to examine all aspects of safety and health measures within the Facility.

# Article 22 - Retirement Bonus

**22:01** Employees retiring in accordance with the following:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire **after** age fifty-five (55) years but before age sixty-five (65) years;
- (iv) employees who have completed at least ten (10) years continuous service with the employer' whose age plus years of that service **equal** eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment.

- 22:02 Calculation of pre-retirement bonus entitlement shall begin from the date of the employee's last commencing employment at the Facility and shall be based on the employee's total seniority on the date of retirement.
- **22:03** Employees retiring in accordance with the conditions of Article 22:01 **shall** be granted retirement bonus **as** specified on the following basis. Calculations will be based on the following formula:

Total Paid Hours ActuallyWorked from Date of HireXFull-time Hors

- 22:04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payment.
- 22:05 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.
- 22:06 he-retirement pay may be utilized to directly fund the buyback of pension service in accordance with Revenue Canada limits and restrictions. Contributions for this purpose must also conform to the Healthcare Employees Pension Plan (HEPP) Trust Agreement, HEPP Plan Text, and other applicable written HEPP policies and guidelines.

# Article 23 - Employee Benefits

# 23:01 Dental Plan

The parties agree that during the life of **this** Agreement, Healthcare Employees Benefit Plan (HEBP) sponsored Dental Plan will be cost-shared on a 50-50 basis.

# 23:02 Long Term Disability

The Long Term Disability Plan with benefit levels, as determined by the HEBP Committee, shall continue to be implemented for all eligible employees. The premiums of the plan will be shared on a 50-50 cost basis to a maximum of 1% for each party.

Effective April 1, 2004 the Employer will contribute to a maximum of 2% of base *salary* to fund the Provincial Long Term Disability Plan.

The Employer agrees to fund its share of costs on an administrative service basis as required and in addition, the Employer will provide a net reserve to cover future benefits for employees on the disability plan.

The parties agree that income protection will be used to offset the elimination period. Once the elimination period **has** been exhausted, the eligible employee will commence drawing disability benefits. **An** employee may claim income protection for a period of time not to exceed the elimination period.

It is understood that the elimination period for the L.T.D. Plan is 119 calendar days.

- **23:03** The Employer will provide full-time and part-time employees, within their first three (3) months of employment, information related to the current available benefits plans; or upon request the same information may be provided through the appropriate administrative contact.
- **23:04** An employee with more than one (1) year of **seniority** who is unable to work by reason of an accident or illness not fully covered by paid income protection shall have her basic Hospital Group Life Insurance premiums paid by the Hospital until she regains her health and is able to work or until her employment is terminated.

# Article 24 - Changes in Classification

- **24:01** In the event that the Employer establishes or proposes to **establish** a new classification, or if there is a substantial change in the job content or qualifications of an existing classification and providing that the new or revised classification falls within the bargaining **unit**, the Union shall receive a copy of the job description and **accompanying** salary range.
- 24:02 Unless the Union objects in writing within thirty (30) calendar days following such notification, the classification and salary range shall become established and form part of Schedule "A" of this Agreement.
- **24:03** If the Union files written objection, **as** per Article 24:02, then the parties hereto shall commence negotiations forthwith and attempt to reach agreement **as** to an appropriate salary range.
- 24:04 Failing agreement, the matter may be referred to arbitration in accordance with Article 7.
- **24:05** At any time after an employee has been **in a** classification for three (3) months, she shall have the right to request a review of her classification if she feels that the duties of the job have substantially changed from those of the classification job description,

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.

If the decision given is not satisfactory to the employee, she may then treat **this** request for change in classification **as** a grievance **as** laid out in Article 6.

If at any time the Employer changes **an** existing **job** description, the employee(s) **and** Union will receive the revised copy of same.

# Article 25 - Sub-Contracting

**25:01** It shall not be considered as sub-contracting should the Employer:

- (a) merge or amalgamate with another health care facility or health care related facility, or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility, or
- (c) take over any of the operations or functions of another health care facility.
- **25:02** In accordance with Article 25:01, employees will be given **ninety** (90) days notice, and where the Employer is unable **to** provide alternate employment for which the employee possesses qualifications and **doility** sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's originating facility, the employee shall be entitled to a choice of either:
  - (a) severance pay on the basis of two (2) **weeks** pay at the **regular** basic rate for the position last occupied, for each year of employment with the Employer; or
  - (b) the exercise of their seniority to displace a less senior employee in **an** equivalent or lower classification within the scope of this Agreement, provided the employee has a satisfactory work record, possesses the qualifications, and meets the physical requirements of the position in question.
- 25:03 If the Employer intends to sub-contract work which results in the displacement of one (1) or more employees, the Employer will notify the Union at least ninety (90) days in advance of such change and will make every reasonable effort to find suitable alternative employment with the Facility for those employees so displaced and will guarantee to offer alternative employment with the Facility to those employees who have thirty-six (36) months or more continuous service with the Employer. Any employee with more than thirty-six (36)months' service accepting a position in a lower paid grade will continue at the salary of his/her present pay grade and will receive an increase only when the rate in his/her new scale, corresponding to his/her years of service, provides for an increase over his/her current rate.

# **Article 26 - Duration**

26:01 (a) This Agreement shall be in full force and effect from the first day of April 2002 util

the 31st day of May 2004.

- (b) The provisions of the Agreement shall continue in effect following the expiry date until replaced by a new agreement or until the declaration of a strike or lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least two (2) weeks (14 days) written notice as to the intended time and date of strike action.
- (d) The Employer agrees to give the Union at least two (2) weeks (14 days) written notice as to the intended time and date of lockout.
- 26:02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, to the other party not more than ninety (90) calendar days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- **26:03** This Agreement may be amended during its term by mutual agreement.
- **26:04** It is agreed that neither the Union nor the Employer shall sanction or consent to any strike or lockout during the term of this Agreement and further no employee in the unit shall strike during the term of this Agreement.

# Article 27 - Union Representation

- **27:01** The Union agrees to exchange with the Employer a current **list** of officers and authorized representatives and to notify the Employer in writing within fourteen **(14)** days of any change or changes in Union representation.
- **27:02** The Employer agrees that the bargaining unit shall have the right to assistance from representatives of the Manitoba Government and General Employees' Union when negotiating or dealing with matters concerning the Agreement.
- **27:03** When meeting with the Employer to conduct negotiations, the maximum number of employees who will be entitled to leave of absence without loss of basic pay or benefits shall be three (3) representatives.

By mutual agreement between the Employer and the Union, employees required to make special presentations shall be allowed leave of absence with pay.

27:04 Union local officers and stewards, with their respective Supervisor(s) permission, may visit employees for the purpose of investigating complaints and the administration of the Collective Agreement but only with the prior authorization of the Supervisor(s) of the employees involved. Such authorization shall not be unreasonably withheld. To the extent possible and practical, all such union activities shall be conducted during off duty hours.

# Article 28 - Non-Discrimination

- **28:01** It is agreed that there shall be no discrimination against any employee by the Employer or the Union because of race, creed, colour, political beliefs, age, sex, sexual orientation, nationality, ancestry, place of origin, or Union activity, except **as** allowed under the Manitoba Human **Rights** Code.
- 28:02 Harassment The Employer and the Union agree that no form of harassment shall be condoned in the workplace and it is further agreed that both parties will work together in recognizing and dealing with such problems, should they arise. Situations involving harassment shall be treated in strict confidence by both the Employer and the Union.

# Article 29 - Bulletin Boards

**29:01** A bulletin board for the use of the **Union** will be provided by the Employer. All material posted **met** be submitted to the designated Administrative Officer and is subject to his/her approval.

# Article 30 - Discharge, s Discipline and c to Personnel Files

- **30:01** *An* employee may be discharged or **suspended** for just cause. Such employee **shall** be advised promptly **in** writing of the reason for her dismissal or suspension, with a copy being sent to the Union Business Representative.
- **30:02** In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action a a meeting with the employee. The employee may be accompanied at the meeting by a Union Representative if she **so** desires.
- **30:03** If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- **30:04** Upon written request and at a mutually agreeable time, **an** employee **shall** be given **the** opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, and her reply **to** any such document shall also be placed in her personnel file. Upon written request the employee shall **also** receive **an** exact copy of any document forming part of her file.
- **30:05** An employee accompanied by a Union Representative if she so elects, may examine her personnel file on request **as** per Article 30:04 of the Collective Agreement.
- **30:06** There shall be one (1) personnel file maintained by the Employer for each employee.
- **30:07** Where the facility makes a written assessment of an employee's work performance, the employee shall be entitled to receive a copy. The employee shall sign the assessment

indicating only that she **has** read and understands the contents. The employee may respond in writing to the assessment which shall become part of her record.

Any dispute relative to the substance of the written evaluation must be in writing and submitted within seven (7) days of the date of the employee's acknowledgement of the evaluation.

## Article 32 - Standby

**32:01** An employee who is designated in writing by the employer to be on standby shall be entitled for payment of one (1) hour's basic pay for each eight (8) hour period or a pro rata payment for any portion thereof.

Standby allowance shall not be paid during any time during which an employee is actually called back to work.

## Article 33 - Storm/Disaster Pay

**33:01** If an employee is unable to attend work due to bad weather conditions and there are actual blizzard conditions, **as** declared by Environment Canada, or the Employer, or due to road closures **as** declared by the police agencies or the Department of Highways, staff shall not be paid for such work missed, however, on written request, he/she will be allowed to use banked time in lieu of overtime, banked statutory holiday or vacation time.

## Article 34 - Education Leave

**34:01** The Employer, where possible, will attempt to accommodate scheduling requests for employees who have been accepted into **an** educational program and wish to maintain an employment relationship with the Employer.

Signed this 16th day of October, 2003.

FOR THE EMPLOYER:



FOR THE UNION:

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## <u>NOTES #1</u>

- Effective April 1, 2002 3% increase on hourly rates for all classifications.
- Effective April 1, 2003 3% increase on hourly rates for all classifications.
- Effective April 1, 2003 0.60% (compounded)

### Memorandum of Understanding

Supplementary to the Collective Agreement

between

#### Victoria General Hospital Foundation

and

#### Manitoba Government and General Employees' Union (Facility Support Component)

#### Working Short Re:

In the event the department or ward is short staffed due to illness, etc., the department head/supervisor/head nurse shall in consultation with the staff:

- evaluate and reorganize the workload. (a)
- (b) assign the extra duties.
- provide guidelines to staff as to which activities take priority. (c)

Signed this 16th day of Ochaher 2003.

FOR THE EMPLOYER



FOR THE UNION:

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38

Memo of s

Supplementaryto the Collective Agreement

between

## Victoria General Hospital Foundation

and

#### Manitoba Government and General Employees' Union (Facility Support Component)

#### Re: Staff Mobility Within the Nine Facilities of the WHA 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 WHA system;

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

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

**NOW THEREFORE** the parties agree **as** follows:

- 1. This memorandum is attached to and forms part of the Collective Agreement between the undersigned parties.
- 2. The parties agree to work towards a systemic labour adjustment plan utilizing a regional attrition model where reasonable, and utilizing any other programs as agreed to by the parties, (e.g. VSIPs, ERIPs, 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. <u>Staff Mobility</u>
  - A. <u>Transfers with Programs</u>
    - (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 staffby classification volunteer to move, the sending facility(s) shall fill the remaining positions in the program by utilizing the job posting/recall procedures in the applicable collective agreement(s).

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

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

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

#### B. <u>Temporary Transfer of Employees</u>

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

#### C. <u>Voluntary Transfers to Vacancies</u>

**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. <u>Seniority</u>

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

#### 7. Staff Mobility Dispute Resolution Mechanism

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

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

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

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

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

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

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

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

Signed this ////h day of Oclober . 2003.

FOR THE EMPLOYER:



<u>clanewick</u>

44

## **Memorandum of Understanding**

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

between

## Victoria General Hospital Foundation

and

### Manitoba Government and General Employees' Union (Facility Support Component)

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

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

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

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

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

- 1. The primary emphasis of the Mobility Agreement is to facilitate the <u>voluntary</u> transfer of employees with programs, to vacancies, or on a temporary basis.
- 2. The Employer agrees that the provisions of Section 5 (B) (iv) of the Mobility Agreement shall be utilized only under extenuating and emergency circumstances.
  - (a) In any emergency or **disaster**, employees are **required** to perform duties **as assigned**, **notwithstanding** any contrary provision in the Agreement.
  - (b) For purpose of this Memorandum, emergencies will be those situations which directly affect the safety or will-being of patients in **the** Facility.

- (c) In the event of the declaration of an emergency, written confirmation of same will be given to the President of the Local by the Chief Executive Officer.
- 3. (a) Orientation for employee(s) transferring with programs shall be provided in accordance with Section 5 A (iii) of the Mobility Agreement and shall take into considemtion the individual needs of the transferring employee(s).
  - (b) Orientation for employees temporarily transferring to another facility in accordance with the provisions of Section 5 B of the Mobility Agreement and Section 2 of this Memorandum, shall be provided in accordance with 5 A (iii) of the Mobility Agreement, if reasonably possible.
- **4.** (a) It is agreed that 5 A (ii) of the Mobility Agreement shall include portability of hours of service since the last increment for purposes of calculating the next increment.
  - (b) It is agreed that vacation *earned* at the sending facility shall not be paid out upon transfer unless the employee requests.
- 5. The statement re: "personal transportation: in the Memorandum of Interpretation re: Staff Mobility" will be expanded to include the following:

Return transportation will be provided by the Employer, if the employee requests transportation or if personal transportation is not available, If personal transportation is utilized, the following shall apply:

- (a) Parking in close proximity to the "receiving facility" will be made available.
- (b) Parking expenses shall be reimbursed to the employee by the Employer.
- (c) The employee shall be eligible for transportation reimbursement of thirty cents (\$0.30) per kilometre for travel in accordance with the following formula, subject to a minimum guarantee of two dollars and **fifty** cents (\$2.50).

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

Signed this 16th day of October . 2003.

FOR THE EMPLOYER:

## Letter of Understanding

between

# **Victoria General Hospital Foundation**

(The Employer)

and

## Manitoba Government and General Employees' Union (Facility Support Concent)

Re: **Job Descriptions** 

The Employer agrees to provide to the Union a complete set of the respective M.G.E.U. (Facility Support Component) Bargaining Unit job descriptions within ninety (90) days of the signing of this Collective Agreement.

Signed this 16th day of October , 2003.

FOR THE EMPLOYER:

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between

## Victoria General Hospital Foundation

and

## Manitoba Government and General Employees' Union

(Facility Support Component)

#### **Re:** Additional Hours for Communication Clerk

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The Collective Agreement does not contemplate two classifications performing like duties, therefore it is the understanding of the parties that the following guidelines.

Where additional communication clerk hours are required, the employer shall **offer** such hours, **based** on seniority **as** per Article 20:01 (a), in the following order:

- 1. Communication Clerks on affected unit;
- 2. Communication Clerks, including casuals, from other **units** who are qualified to perform the work required;
- 3. Unit Clerical Assistant who are qualified to perform the work required;
- 4. Health Care Assistants who are qualified to perform the work required;

October Signed this 16th day of . 2003.

FOR THE EMPLOYER





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#### Memorandum of Understanding

between

## Victoria General Hospital Foundation

and

## Manitoba Government and General Employees' Union

(Facility Support Component)

#### **Re:** Allocation of Overtime Shifts

It is the understanding of the parties that the following guidelines shall apply

where overtime hours are required, the employer shall approach employees within the classification, who are currently in the facility. On the basis of seniority, overtime shall be offered to the most senior volunteer employee in the classification.

When overtime hours are required, and there is no volunteer employee in the facility, the hours are assigned, as per article 13.04 of the Collective Agreement, to the most junior employee in the classification, on duty that is qualified.

Signed this 16th day of October . 2003.

FOR THE EMPLOYER:



FOR THE UNION:

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Memorandum of st n

between

## **Victoria General Hospital Foundation**

and

Manitoba Government and General Employees' Union

(Facility Support Component)

Re: Escort Duty

**An** employee reporting for work **as** called in for escort duty shall be paid at the appropriate rate of pay for time worked with a **minimum** guarantee of three (3) hours pay.

Signed this 16th day of October, 2003.

FOR THE EMPLOYER:



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### Letter of Understanding

between

#### **Victoria General Hospital Foundation**

(The Employer)

and

Manitoba Government and General Employees' Union

(Facility Support Component)

#### Upgradings Re:

Victoria General Hospital Will meet the Union within thirty (30) days of ratification to commence discussions concerning the proposed upgradings for the classifications listed below.

The results of these discussions shall be forwarded to the Wage StandardizationCommittee for their incorporation into the standardization process.

**Classifications:** 

**Finance Clerks** Lab Steno Homecare Clerk Typist Porters Lead Hand-Central Processing

Signed this 16th day of Oclober 2003.

FOR THE EMPLOYER

FOR THE UNION:

June Pitcht

## Letter of Understanding

#### **Re:** Wage Standardization Fund

The parties recognize the importance of wage standardization for classifications performing the same duties. The parties agree to establish ajoint committee consisting of equal representation of the Employer **and** the Union by November **1**, **2002**.

In order to rectify identified inequities, a "General Wage Standardization Fund" will be provided and allocated **as** follows:

April 1, 2003 \$550,000 April 1, 2004 \$280,000 April 1, 2005 \$280,000 April 1, 2006 \$410,000 April 1, 2007 \$410,000

With a minimum standardization increase to all hourly rates as follows:

April 1, 2003 0.60% Compounded

It is the goal of the standardization process to attain Provincial wage standardization for classifications within the healthcare support bargaining **units**.

**Any** wage standardization adjustments will be effective at mutually agreeable dates **as** decided by the joint committee.

It is recognized and agreed by the parties that:

- (i) The joint committee shall establish which classifications are eligible to receive wage adjustments.
- (ii) Where it is determined that the salary of an employee is higher than that of the newly established salary range, that employee Will receive all economic wage increases until April 1, 2005. Thereafter further economic wage increases will not apply until that employee reaches the same level as the others in that salary range. These employees will continue to receive all benefit entitlements throughout the life of the agreement.
- (iii) Where the parties are unable to assign a mutually agreeable salary scale to a classification, the parties will appoint an adjudicator to determine the appropriate scale. The adjudicator's ruling shall not exceed the financial capability of the Wage Parity Fund. The ruling of the adjudicator shall be final and binding on all pasties.

(iv) Where the parties are unable to agree to a date for implementation of any wage parity or adjustments the parties will appoint an adjudicator to determine the appropriate date. The adjudicator's ruling shall not exceed the financial capability of the Wage Parity Fund. The ruling of the adjudicator shall be final and binding on the parties.

Costs associated with this review will be borne as follows:

- (a) Employees will not suffer a loss of pay or benefits **as** a result of joint committee participation;
- (b) Each party shall be responsible for its own incurred expenses.
- (c) Expenses and fees of the adjudicator shall be cost shared between the parties.

These costs will not be charged against the Wage Standardization Fund.

Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure except for the appointment of **an** Adjudicator if the parties are unable to select a list of Adjudicators

Signed this 16th day of October 2003.

FOR THE EMPLOYER:



FOR THE UNION:

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#### Victoria General Hospital (Facility Support)

## Effective April 1, 2002 For Employees Hired Prior to August 17, 1996

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	<b>ss</b> / ade	CLASSIFICATION	HOURS	START	2015 hrs	4030 hrs	6045 hrs
1	1	PotWasher	2015	10.961	11.226	11.489	11.744
1	2	Cleaner/Porter	2015	11.489	11.744	12.031	12.275
1	3	Dietary Aide I	2015	11.744	12.008	12.275	12.528
1	3	Hskping Aide I	2015	11.744	12.008	12.275	12.528
1	3	Hskping Attendant	2015	11.744	12.008	12.275	12.528
1	3	Respiratory Processing Technician	2015	11.744	12.008	12.275	12.528
1	3	Sterile Supply Attendant	2015	11.744	12.008	12.275	12.528
1	3	CPS Technician I	2015	11.744	12.008	12.275	12.528
1	4	Hskping Aide II FBC & Day Surgery (eve)	2015	12.064	12.319	12.584	12.837
1	4	Hskping Aide II (O.R.)	2015	12.064	12.319	12.584	12.837
2	1	Lead Hand Cafeteria	2015	12.373	12.605	12.914	13.158
2	2	Clerk Typist	2015	12.450	12.704	12.980	13.234
3	1	Health Care Assistant	2015	12.639	12.914	13.168	13.433
3	1	Porter/Orderly	2015	12.639	12.914	13.168	13.433
3	1	Printer	2015	12.639	12.914	13.168	13.433
3	2	Dietary Clerk	2015	12.605	12.947	13.213	13.477
3	2	Medical Records Clerk	2015	12.693	12.947	13.213	13.477
3	2	Volunteer Services Assistant	2015	12.693	12.947	13.213	13.477
3	3	Lead Hand Dietary	2015	12.715	12.970	13.234	13.500
3	3	Materials Management Float	2015	12.715	12.970	13.234	13.500
3	5	Lead Hand Hskping (eve)	2015	13.190	13.444	13.709	13.974
3	6	Inventory Technician	2015	13.268	13.554	13.808	14.061
4	2	Imaging Clerk	2015	13.366	13.620	13.896	14.150
4	2	Hospitalist Billing Clerk	2015	13.366	13.620	13.896	14.150

Effective April 1, 2002 For Employees Hired Prior to August 17, 1996 cont'd...

<b>Class</b> / Grade	CLASSIFICATION	HOURS	START	2015 hrs	4030 hrs	6045 hrs
4 2	Imaging Billing Clerk	2015	13.366	13.620	13.896	14.150
42	Admitting Clerk I	2015	13.366	13.620	13.896	14.150
42	Admitting Clerk/Cashier	2015	13.366	13.620	13.896	14.150
42	Cashier/Receptionist	2015	13.366	13.620	13.896	14.150
42	Finance Clerk (Accts Payable)	2015	13.366	13.620	13.896	14.150
42	Finance Clerk (Accts Receivable)	2015	13.366	13.620	13.896	14.150
42	Unit Clerical Ass't	2015	13.366	13.620	13.896	14.150
42	Oncology Clerk	2015	13.366	13.620	13.896	14.150
42	Medical Stenographer (Lab)	2015	13.366	13.620	13.896	14.150
51	Cook I	2015	12.881	13.709	13.963	14.239
61	Communication Clerk	2015	13.468	13.723	14.000	14.253
62	Unit Assistant	2015	13.465	13.742	13.995	14.261
62	OR Attendant	2015	13.465	13.742	13.995	14.261
62	CPS Technician II	2015	13.465	13.742	13.995	14.261
62	Lead Hand Porter	2015	13.465	13.742	13.995	14.261
64	Health Records Tech	2015	13.742	14.029	14.283	14.537
64	Medical Records Transcriptionist I	2015	13.742	14.029	14.283	14.537
64	Rehabilitation Aide	2015	13.742	14.029	14.283	14.537
64	Slating Clerk	2015	13.742	14.029	14.283	14.537
65	Cook II	2015	13.400	14.260	14.526	14.813
71	Secretary	2015	14.040	14.305	14.570	14.824
72	Receiver	2015	14.239	14.492	14.757	15.021
74	Lead Hand Processing	2015	13.654	14.469	14.724	15.011
81	Diagnostic/PACS Assistant	2015	14.790	15.050	15.310	15.570
83	Medical Records Transcriptionist II	2015	16.523	16.788	17.075	17.340

Rates include 3% increase for all classifications effective April 1, 2002.

## Victoria General Hospital (Facility Support)

## Effective April 1, 2002 For Employees Hired After August 17, 1996

	<b>ass/</b> ade	CLASSIFICATION	HOURS	START	1008 hrs	2015 hrs	4030 hrs	6045 hrs	8060hrs
1	1	Pot Washer	2015	10.431	10.697	10.961	11.226	11.489	11.744
1	2	Cleaner/Porter	2015	10.983	<b>1.23</b> 6	11.489	<b>1</b> .744	12.031	12.275
1	3	Dietary Aide I	2015	11.214	11.479	11.744	12.008	12.275	12.528
1	3	Hskping Aide I	2015	11.214	<b>∎</b> 1.479	11.744	12.008	12.275	12.528
1	3	Hskping Attendant	2015	11.214	11.479	11.744	12.008	12.275	12.528
1	3	Respiratory Processing Technician	2015	<b>∎1.214</b>	11.479	11.744	12.008	12.275	12.528
1	3	Sterile Supply Attendant	2015	11.214	11.479	11.744	12.008	12.275	12.528
1	3	CPS Technician I	2015	11.214	11.479	11.744	12.008	12.275	12.528
1	4	Hskping Aide II FBC & Day Surgery (eve)	2015	11.556	11.810	12.064	12.319	12.584	12.837
1	4	Hskping Aide II (O.R.)	2015	11.556	11.810	12.064	12.319	12.584	12.837
2	1	Lead Hand Cafeteria	2015	11.910	12.141	12.373	12.605	12.914	13.158
2	2	Clerk Typist	2015	1 .943	12.197	12.450	12.704	12.980	13.234
3	1	Health Care Assistant	2015	12.086	12.362	12.639	12.914	13.168	13.433
3	1	Porter/Orderly	2015	12.086	12.362	12.639	12.914	13.168	13.433
3	1	Printer	2015	12.086	12.362	12.639	12.914	13.168	13.433
3	2	Medical Records Clerk	2015	12.186	12.439	12.693	12.947	13.213	13.477
3	2	Volunteer Services Assistant	2015	12.186	12.439	12.693	12.947	13.213	13.477
3	2	Dietary Clerk	2015	<b>1.920</b>	12.262	12.605	12.947	13.213	13.477
3	3	Lead Hand Dietary	2015	12.208	12.462	12.715	12.970	13.234	13.500
3	3	Materials Managemnt Float	2015	12.208	12.462	12.715	12.970	13.234	13.500
3	5	Lead Hand Hskping (eve)	2015	12.682	12.936	13.190	13.444	13.709	13.974
3	6	Inventory Technician	2015	12.693	12.980	13.268	13.554	13.808	14.061
4	2	Imaging Clerk	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Hospitalist Billing Clerk	2015	12.859	13.113	13.366	13.620	13.896	14.150

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## Effective April 1, 2002 For Employees Hired After August 17, 1996 cont'd...

	<b>ass</b> / rade	CLASSIFICATION	HOURS	START	1008 hrs	2015 hrs	4030 hrs	6045 hrs	8060hr <del>s</del>
4		Imaging Billing Clerk	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Admitting Clerk I	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Admitting Clerk/Cashier	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Cashier/Receptionist	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Finance Clerk (Accts Payable)	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Finance Clerk (Accts Receivable)	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Unit Clerical Ass't	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Oncology Clerk	2015	12.859	13.113	13.366	13.620	13.896	14.150
4	2	Medical Stenographer (Lab)	2015	12.859	13.113	13.366	13.620	13.896	14.150
5	1	Cook I	2015	1.225	12.053	12.881	13.709	13.963	14.239
6	1	Communication Clerk	2015	12.963	13.216	13.468	13.723	14.000	14.253
6	2	Unit Assistant	2015	12.914	13.190	13.465	13.742	13.995	14.261
6	2	OR Attendant	2015	12.914	13.190	13.465	13.742	13.995	14.261
6	2	CPS Technician II	2015	12.914	13.190	13.465	13.742	13 <b>.9</b> 95	14.261
6	2	Lead Hand Porter	2015	12.914	13.190	13.465	13.742	13.995	14.261
6	4	Health Records Tech I	2015	13.168	13.455	13.742	14.029	14.283	14.537
6	4	Medical Records Transcriptionist I	2015	13.168	13.455	13.742	14.029	14.283	14.537
6	4	<b>Rehabilitation</b> Aide	2015	13.168	13.455	3.742	4.029	14.283	14.537
6	4	Slating Clerk	2015	13.168	13.455	13.742	14.029	14.283	14.537
6	5	Cook II	2015	1.677	12.539	13.400	14.260	14.526	14.813
7	1	Secretary	2015	13.510	13.774	14.040	14.305	14.570	14.824
7	2	Receiver	2015	13.731	13.985	14.239	14.492	14.757	15.021
7	4	Lead Hand Processing	2015	12.020	12.837	13.654	14.469	14.724	15.011
8	1	Diagnostic/PACS Assistant	2015	14.270	14.530	14.790	15.050	15.310	15.570
8	3	Medical Records Transcriptionist II	2015	15.993	16.258	16.523	16.788	17.075	17.340

Rates include 3% increase for all classifications effective April 1, 2002.

#### Victoria General Hospital (Facility Support)

### Effective April 1, 2003 For Employees Hired Prior to August 17, 1996

	ass/ ade	CLASSIFICATION	HOURS	START	2015 hrs	4030 hrs	6045 hrs
1	1	Pot Washer	2015	11.356	11.630	11.903	12.167
1	2	Cleaner/Porter	2015	11.903	12.167	12.464	12.716
1	3	Dietary Aide I	2015	12.169	12.443	12.719	12.982
1	3	Hskping Attendant	2015	12.169	12.443	12.719	12.982
1	3	Hskping Aide I	2015	12.169	12.443	12.719	12.982
1	3	Respiratory Processing Technician	2015	12.169	12.443	12.719	12.982
1	3	Supply Attendant	2015	12.169	12.443	12.719	12.982
1	3	CPS Technician I	2015	12.169	12.443	12.719	12.982
1	4	Hskping Aide II FBC & Day Surgery (eve)	2015	12.501	12.764	13.039	13.302
1	4	Hskping Aide II (O.R.)	2015	12.501	12.764	13.039	13.302
2	1	Lead Hand Cafeteria	2015	12.821	13.061	13.381	13.634
2	2	Clerk Typist	2015	12.898	13.162	13.448	13.711
3	1	Health Care Assistant	2015	13.096	13.381	13.644	13.919
3	1	Porter/Orderly	2015	13.096	13.381	13.644	13.919
3	1	Printer	2015	13.096	13.381	13.644	13.919
3	2	Dietary Clerk	2015	13.061	13.415	13.691	13.964
3	2	Medical Records Clerk	2015	13.153	13.415	13.691	13.964
3	2	Volunteer Services Assistant	2015	13.153	13.415	13.691	13.964
3	3	Lead Hand Dietary	2015	13.175	13.439	13.713	13.989
3	3	Materials Management Float	2015	13.175	13.439	13.713	13.989
3	4	Porter/Orderly (New)	2015	13.994	14.126	14.257	14.389
3	5	Lead Hand Hskping (eve)	2015	13.667	13.930	14.205	14.480
3	6	Inventory Technician	2015	13.748	14.045	14.307	14.571
4	2	ImagingClerk	2015	13.850	14.113	14.399	14.662
4	2	Hospitalist Billing Clerk	2015	13.850	14.113	14.399	14.662
4	2	Imaging Billing Clerk	2015	13.850	14.113	14.399	14.662
4	2	Admitting Clerk I	2015	13.850	14.113	14.399	14.662
4	2	Admitting Clerk/Cashier	2015	13.850	14.113	14.399	14.662
4	2	Cashier/Receptionist	2015	13.850	14.113	14.399	14.662
4	2	Finance Clerk (Accts Payable)	2015	13.850	14.113	14.399	14.662
4	2	Finance Clerk (Accts Receivable)	2015	13.850	14.113	14.399	14.662
4	2	Unit Clerical A <b>ss</b> 't	2015	13.850	14.113	14.399	14.662
4	2	Oncology Clerk	2015	13.850	14.113	14.399	14.662
4	2	Medical Stenographer (Lab)	2015	13.850	14.113	14.399	14.662
5	1	Cook I	2015	13.345	14.202	14.465	14.751

Effective April 1, 2003 For Employees Hired Prior to August 17, 1996 cont'd...

	<b>ss</b> / ade	CLASSIFICATION	HOURS	START	2015 hrs	4030 hrs	6045 hrs
6	1	Communication Clerk	2015	13.955	14.219	14.507	14.769
6	2	Unit Assistant	2015	13.952	14.239	14.501	14.777
6	2	OR Attendant	2015	13.952	14.239	14.501	14.777
6	2	CPS Technician II	2015	13.952	14.239	14.501	14.777
6	2	Lead Hand Porter	2015	13.952	14.239	14.501	14.777
6	3	Lead Hand Supervisor Hskg	2015	14.504	14.767	15.025	
6	4	Health Records Tech 1	2015	14.239	14.536	14.799	15.062
6	4	Medical Records Transcriptionist	2015	14.239	14.536	14.799	15.062
6	4	Rehabilitation Aide	2015	14.239	14.536	14.799	15.062
6	4	Slating Clerk	2015	14.239	14.536	14.799	15.062
6	5	Cook II	2015	13.885	14.776	15.052	15.348
7	1	Secretary	2015	14.548	14.822	15.096	15.361
7	2	Receiver	2015	14.754	15.017	15.291	15.566
7	3	Finance Clerk (New)	2015	14.747	15.042	15.342	15.631
7	4	Lead Hand Processing	2015	14.145	14.990	15.254	15.552
7	5	Lead Hand Supervisor (CPS) New	2015	16.517	16.843	17.183	
8	1	Diagnostic/PACS Assistant	2015	15.322	15.592	15.861	16.131
а	2	Purchasing Agent	2015	15.444	16.620	17.224	17.833
8	3	Medical Records Transcriptionist II	2015	17.121	17.395	17.693	17.967

Rates include 3% + 0.6% increase for all classifications effective April 1, 2003.

## Victoria General Hospital (Facility Support)

## Effective April 1, 2003 For Employees Hired After August 17, 1996

	<b>ass</b> / ade	CLASSIFICATION	HOURS	START	1008 hrs	2015 hrs	4030 hrs	6045 hrs	8060 h <b>rs</b>
	1	Pot Washer	2015	10.807	11.082	11.356	11.630	11.903	12.167
1	2	Cleaner/Porter	2015	11.378	11.641	11.903	12.167	12.464	12.716
1	3	Dietary Aide	2015	11.620	11.894	12.169	12.443	12.719	12.982
1	3	Hskping Attendant	2015	11.620	11.894	12.169	12.443	12.719	12.982
1	3	Hskping Aide I	2015	11.620	11.894	12.169	12.443	12.719	12.982
1	3	Respiratory Processing Technician	2015	1.620	11.894	12.169	12.443	12.719	12.982
1	3	Supply Attendant	2015	1.620	11.894	12.169	12.443	12.719	12.982
1	3	CPS Technician I	2015	1∎.620	11.894	12.169	12.443	12.719	12.982
1	4	Hskping Aide II FBC & Day Surgery (eve)	2015	11.974	12.238	12.501	12.764	13.039	13.302
1	4	Hskping Aide II (O.R.)	2015	<b>1</b> .974	12.238	12.501	12.764	13.039	13.302
2	1	Lead Hand Cafeteria	2015	12.340	12.581	12.821	13.061	13.381	13.634
2	2	Clerk Typist	2015	12.373	12.637	12.898	13.162	13.448	13.71
3	1	Health Care Assistant	2015	12.524	12.809	13.096	13.381	13.644	13.919
3	1	Porter/Orderly	2015	12.524	12.809	13.096	13.381	13.644	13.919
3	1	Printer	2015	12.524	12.809	13.096	13.381	13.644	13.919
3	2	Dietary Clerk	2015	12.351	12.706	13.061	13.416	13.691	13.964
3	2	Medical Records Clerk	2015	12.627	12.889	13.153	13.415	13.691	13.964
3	2	Volunteer Services Assistant	2015	12.627	12.889	13.153	13.415	13.691	13.964
3	3	Lead Hand Dietary	2015	12.649	12.913	13.175	13.439	13.713	13.989
3	3	Materials Management Float	2015	12.649	12.913	13.175	13.439	13.713	13.989
3	4	Porter/Orderly (new)	2015	13.733	13.864	13.994	14.126	14.257	14.389
3	5	Lead Hand Hskping (eve)	2015	13.141	13.404	13.667	13.930	14.205	14.480
3	6	Inventory Technician	2015	13.153	13.449	13.748	14.045	14.307	14.571
4	2	Imaging Clerk	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Hospitalist Billing Clerk	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Imaging Billing Clerk	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Admitting Clerk I	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Admitting Clerk/Cashier	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Cashier/Receptionist	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Finance Clerk (Accts Payable)	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Finance Clerk (Accts Receivable)	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Unit Clerical Ass't	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Oncology Clerk	2015	13.324	13.587	13.850	14.113	14.399	14.662
4	2	Medical Stenographer (Lab)	2015	13.324	13.587	13.850	14.113	14.399	14.662
5	1	Cook I	2015	11.629	12.487	13.345	14.202	14.465	14.751

## 60

## Effective April 1, 2003 For Employees Hired After August 17, 1996 cont'd...

	<b>ss</b> / ade	CLASSIFICATION	HOURS	START	1008 hrs	2015 hrs	4030 hrs	6045 hrs	8060 hrs
6	1	Communication Clerk	2015	13.432	13.694	13.955	14.219	14.507	14.769
6	2	Unit Assistant	2015	13.381	13.667	13.952	14.239	14.501	14.777
6	2	OR Attendant	2015	13.381	13.667	13.952	14.239	14.501	14.777
6	2	CPS Technician II	2015	13.381	13.667	13.952	14.239	14.501	14.777
6	2	Lead Hand Porter	2015	13.381	13.667	13.952	14.239	14.501	14.777
6	3	Lead Hand Supervisor Hskg	2015	14.001	14.245	14.504	14.767	15.025	
6	4	Health Records Tech 1	2015	13.644	13.942	14.239	14.536	14.799	15.062
6	4	Medical Records Transcriptionist I	2015	13.644	13.942	14.239	14.536	14.799	15.062
6	4	Rehabilitation Aide	2015	13.644	13.942	14.239	14.536	14.799	15.062
6	4	Slating Clerk	2015	13.644	13.942	14.239	14.536	14.799	15.062
6	5	Cook II	2015	12.099	12.992	13.885	14.776	15.052	15.348
7	1	Secretary	2015	13.999	14.272	14.548	14.822	15.096	15.361
7	2	Receiver	2015	14.228	14.490	14.754	15.017	15.291	15.566
7	3	Finance Clerk (new)	2015	14.173	14.459	14.747	15.042	15.342	15.631
7	4	Lead Hand Processing	2015	12.453	13.299	14.145	14.990	15.254	15.552
7	5	Lead Hand Supervisor (CPS) New	2015	15.558	16.046	16.517	16.843	17.183	
8	1	Diagnostic/PACS Assistant	2015	14.784	15.053	15.322	15.592	15.861	16.131
8	2	Purchasing Agent	2015	14.206	14.939	15.444	16.620	17.224	17.833
8	3	Medical Records Transcriptionist II	2015	16,572	16.847	17.121	17.395	17.693	17.967

Rates include 3% +0.6% increase for all classifications effective April 1, 2003.

62