

COLLECTIVE AGREEMENT

BETWEEN



AND

WOMEN'S HEALTH CLINIC

TERM OF AGREEMENT:

April 1, 2012 – March 31, 2017

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ARTICLE 1 – PREAMBLE

1.01 It is the purpose of both Parties to this Agreement:

- 1) To maintain settled conditions of employment and promote harmonious relations between the Employer and the Union;
- 2) To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- 3) To promote the morale, well-being and security of all employees in the bargaining unit of the Union;
- 4) To encourage excellence of service;
- 5) To maintain a safe work environment.

1.02 It is desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

1.03 **Definitions**

An “employee” is a person employed by the Employer and covered by this Agreement.

A “full-time employee” is one who regularly and recurrently works the hours specified in the Hours of Work – Article 22.

A “part-time employee” is one who regularly and recurrently works less than full-time hours. A part-time employee must work one (1) regular shift per week.

A “term employee” is one who works full-time or part-time but the duration of the employment is limited to a specific number of hours, days, weeks or months or until completion of a specific project. The term employment will not exceed twelve (12) months unless mutually agreed.

It is generally agreed that permanent positions are favourable and both Parties will attempt to protect permanent positions. Also that the use of term positions is not to deprive an employee of a permanent position. A term will not be unreasonably extended to deprive an employee of a permanent position.

Temporary employees whose term position has ended (i.e., Staff funded by short term projects) will retain their seniority for purposes of applying for any unionized positions posted by the Employer for a period of six (6) months following the termination of their term provided that the term was for one year or more.

A “grant employee” is one who works on a project funded through municipal, provincial, federal or other grant. By mutual agreement between the Employer and the Union, a grant employee may have her wages, benefits, and inclusion in the bargaining unit restricted.

The Employer agrees in principle that grant employees should be paid according to the Union wage scale for the classification in which they work.

Grant employees whose term position has ended (i.e., Staff funded by short term projects) will retain their seniority for purposes of applying for any unionized positions posted by the Employer for a period of six (6) months following the termination of their term provided that the term was for one (1) year or more.

A “casual employee” is one who is occasionally called by the Employer. The casual employee cannot be scheduled to work for more than a two (2) month block of time.

Casual employees are included in the bargaining unit with the exception of:

Article 24 (Holidays), Article 25 (Vacations), Article 26 (**Income Protection**), Article 27 (Leave of Absence) and Article 35 (Technological Change).

The term “Union” shall mean the Canadian Union of Public Employees, Local 2348. The term “Employer” shall mean Women’s Health Clinic.

The term “Parties” shall mean the Union and the Employer.

- 1.04 Both Parties agree in principle that equal pay shall be granted for work of equal value, and that this principle shall be recognized to be implicit in the terms of this Agreement.

ARTICLE 2 – RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. MLB-5995 issued on October 21, 2002, to Women’s Health Clinic and/or listed in Schedule “A”.

2.02 No Other Agreements

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer, which conflicts with the terms of this agreement, except in cases mutually agreed upon by the Union, Employer and Employee.

2.03 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except as mutually agreed upon by the Parties.

ARTICLE 3 – MANAGEMENT RIGHTS

- 3.01 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 service, 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 and the number of employees, the right to demote, discipline, suspend and lay off and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

The Employer shall exercise its right to direct the working force reasonably and in good faith. This right shall not be used in a manner which would deprive present employees of their employment, except through just cause.

3.02 Disaster and Fire Plans

- (a) In any emergency or disaster declared by the **Executive Director** or designate, employees are required to perform duties as assigned notwithstanding any contrary provision in this agreement.

Compensation for unusual working conditions related to such emergency will be determined by later discussion, between the Employer and the Union, and/or by means of the grievance procedure if necessary, except that the provisions of Article 23 shall apply to overtime hours worked.

- (b) Where overtime is worked by reason of a disaster plan exercise or fire drill, overtime will be paid in accordance with Article 23.

The importance of disaster plan exercise and fire drills is mutually acknowledged by the Employer and the Union and, to this end, participation of all employees is encouraged.

ARTICLE 4 – NO DISCRIMINATION

- 4.01 **Unless allowed under the *Manitoba Human Rights Code***, the Parties agree that there shall be no discrimination based on:

- ancestry, including colour and perceived race
- ethnic background or origin
- age
- nationality or national origin
- political belief, association or activity
- religion or creed
- sex, including pregnancy
- marital status or family status
- sexual orientation

- gender identification
- physical or mental disability
- place of residence
- membership or non-membership or activity in the Union
- irrelevant criminal record.

4.02 No Abuse or Harassment

The Employer and the Union agree that no form of abuse or harassment against employees or Employer will be condoned in the workplace. Both Parties recognize the right of all employees to work in an environment free of abuse and harassment and will work together to recognize and resolve such problems as they arise.

To assist in minimizing both the frequency and impact of abuse and harassment directed toward employees, the Employer shall ensure that policies are in place which address:

- (a) the prevention of abuse and harassment;
- (b) appropriate interventions to deal effectively with situations where abuse is either threatened or has occurred;
- (c) prompt, thorough follow-up to ensure that the needs of the abused employee are met; and
- (d) the incident, where reported, is investigated and plans developed to lessen the likelihood of further behaviour.

4.03 Personal Harassment Defined

Personal harassment is defined as repeated unconstructive and offensive comments or actions which offend, abuse or humiliate a person, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

4.04 Sexual Harassment Defined

Sexual harassment shall be defined as sexually oriented behaviour that undermines an employee's health or job performance, or endangers the employee's status or potential. Examples may include:

- (a) demands placed on an employee outside of her existing job description that are perceived to be based on reinforcing existing sex role stereotypes;
- (b) impediment by obstruction of physical or professional progress;

- (c) intimidation by following, gesturing obscenely, heckling, or insulting, making rude noises, exposure of genitals/breasts;
- (d) coercion by threatening withdrawal of professional support or cooperation, or termination of professional relationship unless the person agrees to sexual activity or by requesting or suggesting sexual activity as payment for past or future professional assistance or consideration;
- (e) annoyance by repeated and persistent irritating, sexually suggestive acts or comments.

4.05 Processing a Complaint/Report of Abuse or Harassment

The Employer must immediately initiate an investigation upon receiving a report or being informed of an incident of abuse or harassment. The investigation must be completed within fifteen (15) working days. The initial investigation will include an assessment of the safety and health of the employees involved and appropriate action will be taken to protect them.

Employees are encouraged to bring forward complaints that are honestly believed to be harassment or abuse. Only complaints that are proven to have been made for frivolous or vindictive reasons shall result in disciplinary action against the complainant.

All complaints, inquiries, investigation and information relating to an allegation of harassment will be treated with the utmost confidence.

A Union representative must be present at any meeting where the Employer is taking disciplinary action against the harasser and that Representative is responsible to report to the complainant of the course of action taken by the Employer.

Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01 Within one (1) week of the signing of this Agreement, all employees covered by this Collective Agreement will become members in good standing of the Union according to the constitution and bylaws of the Union. As a condition of employment, all new employees covered by this agreement will become members in good standing of the Union within thirty (30) days of employment.

ARTICLE 6 – CHECK OFF OF UNION DUES

6.01 Checkoff Payments

The Employer shall deduct from every employee any dues, initiation fees, or assessments levied by the Union on its members. The Union shall be responsible for any liability the Employer incurs as a result of such deductions.

6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth day of the month following the month in which the dues were deducted, unless otherwise agreed, accompanied by a list of names and any changes of addresses and classifications of employees from whose wages the deductions have been made, **the total regular wages for the pay period (if feasible and the report is available at no additional cost to the Employer).**

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the employee in the previous year.

6.04 The Union shall notify the Employer at least thirty (30) days in advance of any changes in dues, initiation fees or assessments and such change shall occur no more frequently than twice per twelve (12) month period.

ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The Employer agrees to acquaint new employees with the fact that a Union agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check off.

7.02 Copies of Agreement

On commencing employment, the employee's supervisor or designate shall introduce the new employee to her Union Steward or Representative. The Steward or Representative will provide her with a copy of the Collective Agreement.

7.03 Interviewing Opportunity

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a reasonable period of time during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence arising out of this Agreement shall pass to and from the Executive Director or designate and the Secretary of the Local Union or designate. **Where a local union has an office, and the Union has provided the mailing address to the Employer, all correspondence shall be forwarded to the local office.**

ARTICLE 9 – LABOUR MANAGEMENT/BARGAINING RELATIONS/ COMMITTEES

9.01 Establishment of Labour Management Committee

A Labour-Management Committee shall be established consisting of equal representatives of the Employer and the Union unless otherwise mutually agreed upon. The Committee shall enjoy the full support of both Parties in the interests of maximum service to the clients and the maintaining of harmonious relations.

9.02 Labour Management Committee

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

9.03 Jurisdiction of Labour Management Committee

The Committee shall deal with such matters of mutual concern as may arise from time to time in the operation of the facility.

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 other 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 decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

The Parties agree that it is within the jurisdiction of the Labour/Management Committee to review and make recommendations relative to those unresolved issues relating to workload and staffing including documented workload staffing reports.

9.04 Workplace Health and Safety Committee

The Committee shall have jurisdiction over matters pertaining to workplace health and safety and shall function in this regard in accordance with Section 40 of *The Workplace Safety and Health Act*.

9.05 Union Negotiating Committee

Two (2) employees, at no cost to the Employer, shall be allowed to attend meetings with the Employer for the purpose of collective bargaining negotiations unless otherwise mutually agreed upon. The Union will advise the Employer of the members of its negotiating committee.

Responsibility for reimbursement for remuneration is as follows: One (1) employee to attend without loss of remuneration. The salary will be the Employer's responsibility. The Union shall be responsible for the salary of the second employee.

9.06 Consensual Bargaining

In the interest of maintaining and improving harmonious relations and settled conditions of employment between the Employer and the Union, both Parties agree to work towards achieving a Collective Agreement through a cooperative and problem-solving manner.

9.07 Advisors to the Parties

Either Party shall have the right at any time to access technical and/or other resources during negotiations.

9.08 Access

The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when dealing or negotiating with the Employer. Such Representative(s)/Advisor(s) shall have access to the Employer's premises when prior notice is given in order to investigate and assist in the settlement of a grievance and/or to communicate with the members.

ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

10.01 Copies of Resolutions

Copies of all Board minutes (excluding in camera discussions), motions, resolutions, bylaws, rules and regulations adopted by the Employer which affect the members of this Union are to be maintained, updated and made accessible.

10.02 Employee Membership on the Board

Election to the Board of Directors is as follows:

Two (2) staff elected members of the Board of Directors contemplated by sub clause 7 (b) of Bylaw No. 1 of the Women's Health Clinic shall be members of CUPE Local 2348 and shall be elected by the Union.

- 10.03 It is agreed that employee members of the Board of Directors shall not take part in matters relating to collective bargaining and labour relations at meetings of the Board and shall absent themselves from such discussions when they arise at meetings of the Board of Directors.

ARTICLE 11 – UNION REPRESENTATION

11.01 Election of Stewards

The Employer acknowledges the right of the Union to appoint stewards, whose duties shall be to assist any employee, which the Union represents, in matters relating to the activities of the Union, including presentation of grievance. The Union shall advise the Employer of the names of the stewards.

11.02 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained, or interfered with in any way in the performance of their duties as stewards.

No steward shall leave the building during working hours on Union business without obtaining the permission of the Employer. Permission shall not be withheld unreasonably.

11.03 Union Representation

The Union agrees to provide the Employer, in writing, and within seven (7) working days of elections being held, a current list of officers and authorized representatives with whom the Employer shall deal in regards to matters arising out of the Collective Agreement.

- 11.04 When meeting with the Employer to conduct central negotiations, the maximum number of employees who will be entitled to leave of absence without loss of regular pay or benefits to attend as representatives of the Union shall be fourteen (14) employees. The Chair of the Provincial Health Care Council shall participate as an additional representative at the Union's expense. The Union shall provide the Employer with four (4) weeks or more written notice of those chosen to participate in central negotiations.

ARTICLE 12 – GRIEVANCE PROCEDURE

12.01 Definition of a Grievance

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement.

12.02 Settling of Grievances

Prior to the formal grievance procedure set out below, the employee may discuss any potential concern/grievance with his/her immediate supervisor who is outside of the bargaining unit, and attempt to resolve the matter.

An earnest effort shall be made to settle grievances fairly and promptly in the manner set out below. However, nothing precludes the Parties from resolving the grievance via conciliation, mediation or informal discussions or in any other fashion that they may deem appropriate.

At any step of the grievance process, the grievor has the right to be present and have a Union representative.

Step 1

Within fifteen (15) working days after the event giving rise to the grievance, or within fifteen (15) working days that the employee became aware of the event that forms the substance of the grievance, the employee shall, with the assistance of the Union Steward if they so desire, notify her immediate supervisor, **who is outside of the bargaining unit**, of her grievance **in writing stating allegations and remedies sought**.

The grievor and the **above referenced** supervisor shall meet within five (5) days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the Supervisor shall render a written decision regarding the dispute within five (5) working days of the meeting.

Step 2

Failing satisfactory resolution in Step 1, the Union shall, within fifteen (15) working days of the supervisor's written decision, submit the grievance in writing to the Executive Director (or designate). The Executive Director (or designate) shall meet with the Union and the grievor within ten (10) working days of the receipt of the grievance in an attempt to resolve the dispute. The Executive Director or designate shall render a written decision on the outcome of the dispute within ten (10) working days of the meeting.

Step 3

Failing satisfactory resolution to the grievance in Step 2, either Party may submit the matter to arbitration in accordance with Article 13.

12.03 Policy/Group Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees has a grievance, Step 1 may be by-passed. However, such grievance shall be filed within twenty (20) working days of the event giving rise to the grievance or the employee becoming aware of the substance of the grievance.

12.04 Time lines

The time limits in the grievance and arbitration procedure shall be directory in nature. Neither Party shall be entitled to use the timelines to prejudice the position of the other.

ARTICLE 13 – ARBITRATION PROCEDURE

- 13.01 Within thirty (30) working days of receipt of the written decision in Step 2, either party may refer the dispute to arbitration by given written notice to the other party.
- 13.02 Both Parties shall attempt to agree to the selection of a sole arbitrator. Unless both Parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 13.03 The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a Chairperson.
- 13.04 The sole arbitrator or Arbitration Board 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.
- 13.05 The sole arbitrator or Arbitration Board shall determine her own procedures, but shall provide full opportunity to all Parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 13.06 The decision of the sole arbitrator or the majority of the Arbitration Board shall be final and binding and enforceable on all Parties and may not be changed.

- 13.07 Within five (5) working days following receipt of a decision in writing, should the Parties disagree as to the meaning of the decision of the sole arbitrator or Arbitration Board, whichever the case may be, either party may apply to the Chairperson of the Arbitration Board or the sole arbitrator for explanation or clarification of the decision. Within five (5) working days the Arbitration Board or the sole arbitrator shall reconvene a meeting to clarify the decision.
- 13.08 Expenses of the Arbitration
- Each party shall pay:
- (a) the fees and expenses of the nominee it appoints;
 - (b) one-half (½) of the fees and expenses of the Chairperson or sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.10 The time limits in the arbitration procedure may be extended by written consent of the Parties.

ARTICLE 14 – DISCIPLINE AND ACCESS TO PERSONNEL FILES

- 14.01 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such employee shall be advised promptly in writing of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 14.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on her own behalf with the assistance of a representative of the Union.
- 14.03 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.
- (a) At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the written reprimand, and these corrective actions shall be part of the written report.
 - (b) If, after a two-year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.

- 14.04 Upon written request, 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, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, 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 at her own expense, **either by registered mail or personal service.**
- 14.05 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 14.06 There shall be one (1) personnel file maintained by the Employer for each employee.
- 14.07 Exceptions to the process

Notwithstanding any of the above, the Employer reserves the right to bypass any step in the Reprimand process, or suspend an employee with or without pay where there are allegations of a serious nature directly impacting on the work environment or client care. In such cases the Employer shall investigate the allegations to determine appropriate measures to be taken. Examples of serious allegations may include, but are not limited to allegations of sexual harassment, being under the influence of alcohol or drugs at work, or breach of confidentiality.

ARTICLE 15 – SENIORITY

15.01 Seniority Defined

Seniority is defined as the total accumulated regular paid hours in the bargaining unit and shall include service with the Employer prior to the certification or recognition of the Union.

15.02 Seniority List

- (a) The Employer agrees to maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union Representative, when requested, in writing, to a maximum of twice per year.
- (b) Annually, upon written request, a comprehensive list including the name, address and telephone number of each employee shall be sent to the Union. The Union

agrees to have in place reasonable safeguards for maintaining the security of the information provided.

15.03 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**/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;
- (e) is on any period of workers' compensation benefits (up to a limit of twenty-four (24) months) as applicable;
- (f) is on any period of short or long term disability plan payments (up to a limit of twenty-four (24) months) as applicable;
- (g) is on any period of approved unpaid leave of absence for Union purposes of up to two (2) years;
- (h) is on any period of approved maternity, adoption, or parental leave (paid or unpaid).

15.04 Seniority will be maintained but not accrue if an employee:

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;
- (b) is laid off for less than twenty-four (24) months;
- (c) is on a trial period of an out-of-scope position;
- (d) is on Workers Compensation benefits in excess of twenty-four (24) months;
- (e) is on long term disability plan payments in excess of twenty-four (24) months;
- (f) is applying for work within six (6) month period after term or grant work has ended provided that the term of employment was one (1) year or more.

15.05 Loss of Seniority

An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated;

- (b) she resigns in writing and does not withdraw within two (2) working days;
- (c) she is laid off for a period of twenty-four (24) months;
- (d) she fails to report for work as schedule at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (e) she is promoted or transferred out of the Bargaining Unit;
- (f) she retires;
- (g) she completed a term or grant position that was less than one (1) year;
- (h) that six (6) months has passed since the end of her term or grant position that was more than a year.

ARTICLE 16 – PRORATION OF THE AGREEMENT

16.01 This Agreement is applicable on a pro rata basis based on hours paid of regular rate of pay for all part-time employees and term employees except as indicated in specific clauses. Casual employees may be included on a pro rata basis as per clause 1.03.

ARTICLE 17 – JOB POSTINGS

17.01 When a new position is created or an existing position becomes available, either inside or outside of the bargaining unit, the Employer shall post a notice of the position. The posting shall be for a minimum of two (2) weeks.

The Employer will not advertise externally before an internal posting has occurred. However, such postings can happen simultaneously.

17.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education skills, shift, wage or salary rate or range.

ARTICLE 18 – PROMOTIONS AND TRANSFERS

18.01 Promotions and Transfers

Seniority shall be the determining factor in matters of promotion and transfers, subject to the employee being able to meet the requirements of the job and having the required ability, skill, qualifications and a good employment record (refer to personnel files) in accordance with Article 14.04.

If two candidates have equal seniority and qualifications, the candidate who is an equity candidate will be promoted, as defined by the Women's Health Clinic Equity Policy Statement. Equity member groups include: Aboriginal women, visible/language minority women, women with disabilities and lesbian women.

18.02 The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

ARTICLE 19 – PROBATIONARY AND TRIAL PERIODS

19.01 Trial Period – Internal transfer or promotion

The successful applicant shall be notified within fourteen (14) days following the selection committee's recommendation to the Employer. Conditional on satisfactory performance, the employee shall be declared permanent after a trial period of six (6) months.

During this period an employee may return to her former position at her own request or at the insistence of Employer if found unsuitable without loss of seniority or other accumulated benefits. Any other employee promoted or transferred because of the arrangement of positions shall be returned to her former position without loss of seniority or other accumulated benefits.

It is understood that the purpose of the trial period is to provide a period of familiarization and orientation during which the employee and the Employer may assess the match between the employee's skill set and the requirements of the job. It is not seen as a training period.

Feedback between the employee and the Employer shall occur throughout the trial period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the promotion or transfer be successful. The Employer and the employee agree that issues which may result in an unsuccessful trial period will be brought forward in a timely manner giving opportunity to address the identified concerns and provide notice to other affected employees.

19.02 Probation of Newly Hired Employees

All newly hired employee(s), including part-time employees, shall be on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, employees shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such employees may be terminated with cause at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

Feedback between the employee and the Employer shall occur throughout the probationary period. The purpose of the feedback is to provide positive feedback and address issues as they arise with the goal being that the appointment to the position be successful.

The Employer and the employee agree that issues which may result in an unsuccessful probationary period will be brought forward in a timely manner giving opportunity to address the identified concerns.

ARTICLE 20 – LAY OFFS AND RECALL

20.01 Definition of a Lay Off

Lay off shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

20.02 Notice to Union

Prior to any lay off involving permanent employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

20.03 Notice to Employee

Employees to be laid off shall be given a minimum of two (2) pay periods' notice or pay in lieu of notice not given. Notice of layoffs shall be copied to the Union.

20.04 Lay Off Procedure

Layoffs within the bargaining unit shall be determined by seniority with the person with the least seniority being laid off first, provided that the remaining employees have the required qualifications and ability to perform the work required.

20.05 Recall Procedure

To be eligible for recall, the employees must file their name and current address with the Employer at the time of lay off and at the time of any subsequent change.

A person who is laid off must respond to the Employer within seven (7) calendar days of notice of recall being mailed by registered mail or hand delivered to the person's recorded address.

Employees who are laid off shall be recalled in order of seniority to positions for which they possess the required qualifications and ability.

The right of a person who has been laid off to be recalled under this Agreement will be forfeited in the following circumstances:

- (a) after twenty-four (24) months of lay off;
- (b) if the person did not communicate with the Employer as specified above; and
- (c) if the person does not report to work when instructed to do so or fails to provide a written explanation satisfactory to the Employer.

20.06 No New Employees

No new employees shall be hired until all laid off employees who possess the required qualifications and ability to perform the duties of the position have been given the opportunity of recall.

ARTICLE 21 – JOB PROTECTION PROVISIONS DURING RESTRUCTURING

21.01 With respect to the development of any restructuring plan, in a layoff, or the reduction of hours of bargaining unit members, the Union shall be involved in the planning process from the early phases through to the final phases of the process.

21.02 Regionalization

If the facility should:

- (a) merge or amalgamate with another health 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 covered by this Collective Agreement;

an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular base rate, for the position last occupied, for each year of employment with the Employer, if the Employer is unable to provide alternate employment, at the same regular rate of pay in a comparable class of work, for which the

employee possesses qualification and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's original facility.

21.03 Restructuring and Reorganization

Should the authority for the delivery of services provided by persons covered by this Agreement be transferred to, in part or in whole, merged or amalgamated with another employing authority, the Employer agrees to advocate to help ensure that all employees, at the time of such transfer, merger or amalgamation, shall be employed by the new employing authority in the same or comparable capacity and that the employing authority recognize the terms and conditions of the Collective Agreement.

ARTICLE 22 – HOURS OF WORK

22.01 Regular Hours of Work

Regular hours of work in full-time employment shall be:

- Eight (8) hours per day including meal periods and including rest periods.

22.02 Regular Work Period of Full-Time Employees

The regular work period of full-time employees shall consist of:

- Eighty (80) hours biweekly including meal periods and including rest periods.

22.03 Breaks

Employees shall be entitled to:

- A paid, uninterrupted one (1) hour meal period daily, and two (2) uninterrupted fifteen (15) minute rest periods daily.

Employees who work less than eight (8) hours a day shall be entitled to the following paid breaks:

- Three (3) to four (4) hours and 59 minutes per day:
1 x 15 minute break.
- Five (5) to six (6) hours and 59 minutes per day:
1 x 30 minute paid lunch, 1 x 15 minute break.
- Seven (7) hours to eight (8) hours per day:
1 x 60 minute paid lunch, 2 x 15 minute breaks.

22.04 Modified Work Schedule

A modified work schedule may be implemented by mutual agreement between an employee and the Executive Director or designate.

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

ARTICLE 23 – OVERTIME AND FLEX-TIME

23.01 Overtime Defined

All time worked which is authorized by the Employer beyond the normal work day **or** biweekly period (as specified in Article **22.01 and** 22.02 – Regular Work Period of Full-Time Employees) shall be considered as overtime. Normally advanced authorization shall be required.

Employee requested scheduled changes which result in shifts greater than the regular daily hours of work, are exempt.

23.02 Overtime Paid Out

Overtime shall be paid out at the rate of time and one-half (1½). By mutual agreement between the Employer and employee, overtime may be compensated by granting time off at overtime rate (1½ time regular rates). Overtime accumulated but not used within three months may be paid out.

23.03 Flex-time Defined

All time worked which is not authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 22 – Hours of Work), but where in the employee's judgement the work is essential to the operation of the facility, shall be considered as Flex-time.

The need for and use of Flex-time will be reviewed with employees on a regular basis and the ongoing use of Flex-time will be at the discretion of the Employer in consultation with the employee.

Flex-time will be maintained in a Flex-time bank with a written record.

Flex-time will be compensated by granting equivalent time off at regular rate of pay.

Employees are encouraged to take Flex-time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of hours

as indicated in the Women's Health Clinic Procedure on Overtime and Flex-time. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.

Flex-time hours must be recovered during times where relief is not required.

Flex-time banks must be cleared by fiscal year end unless otherwise arranged by mutual agreement between the Employer and the employee.

23.04 Meal Allowance

An employee required to work overtime for a period in excess of two hours immediately following her hours of work shall be supplied with a meal, and if this is not possible, a payment of \$5.00 (increasing to seven dollars (\$7.00) effective January 1, 2009) will be made in lieu.

23.05 On Call Transportation

Employees required to return to work on a callback, will be paid the current facility rate per kilometre for use of their own vehicle (minimum of \$4.00 – maximum of \$8.00) or taxi fare to and from the Facility. Taxi fare will not apply beyond the city/town limits. The above provision will not apply to employees who receive a monthly standby/on call allowance.

ARTICLE 24 – GENERAL HOLIDAYS

24.01 The Employer and the Union recognize the following as paid holidays:

New Year's Day	Jour de Louis Riel Day	Good Friday
Easter Monday	Queen's Birthday	Canada Day (July 1 st)
1 st Monday in August	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
International Women's Day		

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

24.02 Easter Monday may be designated as a paid holiday by the Executive Director or designate on the day it occurs. If it is not designated on the day it occurs it shall be recognized as a float holiday to be taken at a mutually convenient time.

24.03 An employee desiring to observe recognized religious holidays may substitute such religious holiday for any of the above mentioned paid holidays upon approval of the Employer.

24.04 Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular **pay deposit**.

24.05 An employee who is scheduled to work on such holidays shall receive a rate of pay at time and one half **and a day** off in lieu **for the working** holiday. Time off is to be taken at a time mutually agreed upon by the employee and the Employer.

Where any of the above specified holidays falls on a Saturday **or Sunday** the first work day(s) following the holiday shall be observed as a holiday, unless otherwise mutually agreed by **the** Employer and employee.

24.06 When any of the above noted holidays falls on an employee's scheduled day off, the employee shall receive a day's pay or another day off with pay at a time mutually agreed upon by the employee and the Employer.

ARTICLE 25 – VACATIONS

25.01 Unless otherwise agreed by the Employer and the employee, the Employer will provide for vacation days to be taken on a consecutive basis, recognizing that seven (7) calendar days equals one (1) week of vacation.

The vacation year shall be designated as the twelve (12) month period commencing April 1st and ending March 31st.

An employee shall be entitled to receive vacation in an unbroken period, unless otherwise mutually agreed between the employee and the Employer.

Normally vacation will be taken in the year following its accrual. Employer and employee may mutually agree to use accrued vacation in the year it was accrued. All prior year vacation accrual must be taken by the end of the current vacation year unless otherwise mutually agreed by employee and Employer.

Employees will generally not be requested to work during a period of vacation. However, any employee who works during a period of vacation will be compensated at overtime rates in accordance with 23.02.

25.02 Employees shall earn vacation on the following basis:

- First to third years of employment – three (3) weeks/year.
- Fourth to tenth years of employment – four (4) weeks/year.
- Eleventh to twentieth years of employment – five (5) weeks/year.
- Twenty-first and subsequent years of employment – six (6) weeks/year.

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

$$\frac{\text{Hours Paid at Regular Rate of Pay}}{\text{Full-time Hours}} \times \text{Entitlement of a Full-time Employee}$$

- 25.04 If a paid holiday falls or is observed during an employee's vacation period, an additional day of paid vacation shall be allowed.
- 25.05 Where an employee qualifies for **income protection**, bereavement leave, jury leave or any other approved leave during or prior to her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the employee's option and with the approval the Employer.

For the purpose of this article, documentation of illness for any period of time must be provided if requested.

- 25.06 The Employer shall establish vacation schedules based on the operational requirements of the Clinic and the preferred period of vacation for each employee. Where a conflict exists between employee preference the employee with the most seniority shall be assigned the vacation period in dispute.
- 25.07 When a vacation cannot be mutually agreed upon between the employee and the Employer by December 31st of each vacation year, the assignment of the vacation period shall be at the discretion of the Employer.
- 25.08 An employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement.
- 25.09 Long Service Recognition – Vacation

Effective April 1, 2009

In recognition of length of service, each full-time employee shall receive one (1) additional week of vacation (5 days) on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) (i.e., 25th, 30th, 35th, 40th, etc.) anniversary of employment. The additional five (5) days shall be granted in the vacation year in which the anniversary date falls and are not cumulative.

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

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

ARTICLE 26 – INCOME PROTECTION

26.01 Income Protection Defined

Income protection means the period of time an employee is unable to work due to illness or disability for physical, mental or emotional reasons or is exposed to a contagious disease, or under examination or treatment of a health care provider.

The unused portion of an employee's **income protection** shall accrue with no maximum but the employee shall not be allowed to cash-out unused **income protection** in time or money, at the end of her employment.

26.02 Pay and Benefits during Income Protection

Amount of paid **income protection**.

Income protection shall be earned at the rate of one and one-quarter (1¼) days for every month an employee is employed.

26.03 Disability & Rehabilitation (D&R) [formerly Long Term Disability (LTD)], Short Term Disability (STD), Workers Compensation (WCB) and Manitoba Public Insurance Company (MPI) Benefits

- (a) An employee must apply for **D&R/STD/Workers Compensation** and **MPI** benefits and collect these benefits to the extent possible unless collecting the benefit would disentitle her from Employment Insurance maternity/parental benefits.
- (b) If the compensation is less than her net take home pay, then the employee can use **income protection** credits to bring her compensation level to her net income to the extent that she has **income protection** credits.

26.04 Illness in the Family

An employee shall be entitled to use accumulated sick credits, for the purpose of providing for the needs during illness of a person in the employee's family in accordance with Article 26.06.

Travel to and attendance at non-routine, emergent or critical medical appointments or treatments come within the meaning of providing care in the event of an illness.

26.05 Documentation of Illness

The Employer reserves the right to require satisfactory documentation of illness from a specified type of qualified healthcare practitioner (outside of the bargaining unit) under the following circumstances:

- (a) to confirm illness in regard to claims for **income protection** in excess of four (4) working days;
- (b) where abuse is suspected;
- (c) to determine the approximate length of **income protection**;
- (d) to establish the employee's ability to perform the duties of her position.

Failure to provide such documentation when requested may disqualify an employee from receiving **income protection** benefits.

The Employer shall reimburse the employee for any reasonable cost incurred in obtaining required documentation.

26.06 80/20 Sick Bank

Subject to the provisions of 26.02 of each one and one-quarter ($1\frac{1}{4}$) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 26.01. The remaining one-quarter ($\frac{1}{4}$) of a day* shall be reserved for either the employee's personal use or for use in the event of family illnesses outlined in Article 26.04 or to offset the waiting period for EI benefits for maternity/parental leave as outlined in 27. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

- (i) In order to implement this provision, the Employer shall apply the following procedure:

At the end of the first pay period following the date**, the employee's total accumulated income protection credits shall be allocated as follows:

- (ii) eighty percent (80%) of the balance will be reserved for the employee's personal use, and
- (iii) twenty percent (20%) of the balance will be reserved for either the employee's use as outlined in 26.01 or for use in the event of family illness in accordance with 26.04 or Article 27.

**The date referred to shall be the date upon which the Employer's payroll system can accommodate this revision.

ARTICLE 27 – LEAVE OF ABSENCE

27.01 Leave of Absence for Union Functions

- (a) Upon written request to the Employer with sufficient notice, an employee elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence without pay, providing operational requirements permit. The Union will provide the Employer with written confirmation of dates requested.
- (b) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay and without loss of seniority for a period of up to two (2) years. Such leave shall be renewed biannually, by mutual consent of the Union and the Employer.

27.02 Leave of Absence for Public Duties

- (a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of seniority so that the employee may be a candidate in federal, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

27.03 Paid Bereavement Leave

An employee shall be granted a maximum of five (5) work days leave, without loss of pay or benefits, in the case of the death of any person for whom the employee feels they have bereavement responsibilities or are mourning.

Additional leave may be granted upon application to the Employer.

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

27.04 Jury and Witness Duty

An employee subpoenaed for jury duty or witness duty shall receive a leave of absence with pay and remit to the Employer any payment received except reimbursement of expenses.

27.05 Citizenship Leave

An employee will, with sufficient notice, be granted the necessary time off without loss of pay to process her Canadian citizenship to a maximum of two (2) days.

27.06 Voting Leave

In the event that an employee's scheduled work hours would not permit four (4) consecutive hours for the purpose of voting while polls are open the Employer will adjust work schedules accordingly.

27.07 General Leave

An employee will be required to submit, with reasonable notice, a written request to the Employer for any unpaid leave of absence. Such request must specify the reason for the leave of absence and the duration and will be considered on an individual basis. During this leave seniority will be affected as per Article 15 – Seniority.

When an unpaid leave in excess of four (4) weeks is granted the anniversary increment for the employee will move forward in direct relation to the length of the leave.

27.08 Educational Leave

A) Education Leave Defined

Education leave is paid or unpaid time taken by staff to improve professional capability and is pertinent to the work of the Centre. The following types of leave may be considered to fall under the classification of education leave:

- (a) conferences;
- (b) workshops;
- (c) course or classes;
- (d) studying and taking examinations for professional certification/ registration;
- (e) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
- (f) other situations as mutually agreed between the employee and the Employer.

B) Attendance will be at the discretion of the Employer. All requests are to be made in writing and shall include:

- Date of event
 - Agenda of event
 - Value to centre
 - Value to employee
 - Breakdown of costs and assistance requested
 - Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).
- C) When the Employer requests an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.
The employee may request up to twelve (12) days of Education Leave per year. These days will be used for the employee to attend events which she deems relevant to her professional development; in accordance with Educational Leave as defined above.
- D) When the employee requests to attend such functions the Employer may supplement the costs incurred by the Employee.

27.09 Maternity/Paternity Leave

A) Protection Prior and During Maternity Leave

As per relevant Human Rights legislation, maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy.

Where working conditions may be hazardous to a fetus or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled.

The Employer is entitled to require an employee to stop work if the state of her health becomes incompatible with the requirements of her job.

B) Maternity Leave

An employee who qualifies for Maternity Leave may apply for such leave in accordance with Maternity Leave “Plan A” or Maternity Leave “Plan B” but not both.

“Plan A”

A maximum of seventeen (17) weeks of maternity leave per pregnancy will be granted subject to the following conditions:

- (a) A written request must be submitted not later than the end of the fifth month of pregnancy and not less than one (1) month before the intended date of leave.
- (b) The employee must have completed six (6) months of continuous employment prior to the intended date of leave unless otherwise agreed by the Employer.
- (c) Payment during Maternity Leave.

“Plan B”

The following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave.

- 1) In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
- 2) An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, her Parental Leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay

received from the Employer as a maternity allowance during her entire period of maternity leave.

- 3) An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in 27.09 B) 1. (c);
 - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in 27.09 B) 1. (c);
 - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
 - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
 - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
 - (c) all other time as may be provided under Article 27.09, shall be on a leave without pay basis.
- 5) An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
- 6) This SUB parenting plan includes all part and full-time employees of the employing agency. Plan B does not apply to temporary employees.
- 7) A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

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

27.11 Parental Leave

A maximum of thirty-seven (37) weeks of parental leave per pregnancy will be granted. In order to qualify for Parental Leave an employee must:

- (a) submit a written request to Employer;
- (b) be a parent of a new child;
- (c) have completed six (6) continuous months of employment with the Employer;
- (d) subject to Section (e), Parental Leave must commence not later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and control of the employee;
- (e) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave without a return to work unless otherwise approved by the Employer.

27.12 Payment During Parental Leave

Parental leave is an unpaid leave.

27.13 Adoption Leave

An employee shall receive adoption leave of up to thirty-seven (37) weeks 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) day 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 of consecutive employment as of the date of the intended leave;
- (d) Parental leave related to adoption 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.

27.14 Two (2) days of leave (scheduled daily hours to a maximum of 15, 15.5 or 16 hours as applicable) without loss of pay and benefits will be granted to an employee whose partner has given birth to a child or has adopted a child.

This leave shall be taken within the two (2) calendar weeks following the child's date of birth or arrival in the home.

27.15 Additional Time Off

All other time as may be provided shall be on a leave without pay basis to a combined maximum of one (1) year unless agreed otherwise by the Employer.

27.16 Benefits During Paid Maternity/Parental Leave

During the period of paid maternity/parental leave all negotiated benefits will accrue.

The benefits of this SUB parenting plan are separate and exclusive of **income protection** that an employee may be required to take during her pregnancy, i.e., **income protection** benefits cannot be deducted from the total allowed maternity leave benefits.

27.17 Seniority During Maternity/Parental/Extended Related Leave

See Article 15.03 – Seniority.

27.18 Return to Work

When an employee decides to return to work after maternity/parental leave/adoption leave, she shall provide the Employer with at least four (4) weeks' notice. On return from maternity leave the employee shall be placed in her former position at the same rate of pay.

27.19 Benefits During Unpaid Maternity/Parental/Adoption Leave

The employee shall have the right, herself, to continue her and the Employer's portion of payments for extended health and dental benefits as per contract with the benefit carrier.

27.20 Compassionate Care Leave

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

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

- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
 - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
 - (i) the day the certificate is issued; or
 - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
 - 2) the family member requires the care or support of one or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
 - (i) a spouse or common-law partner of the employee;
 - (ii) a child of the employee or a child of the employee's spouse or common-law partner;
 - (iii) a parent of the employee or a spouse or common-law partner of the parent;
 - (iv) or any other person described as family in the applicable regulations of the *Employment Standards Code*.
- (f) An employee may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where an employee has been provided necessary time off under this section, and where the Employer has made arrangements for alternate staffing for covering the anticipated absence, the Employer shall have the right to cancel the relief shifts scheduled to cover the anticipated absence without additional cost.
- (g) Seniority shall accrue as per Article 15.03 (d) & 15.04 (a). (unpaid leaves)
- (h) Subject to the provisions of 26.08, an employee may apply to utilize income protection to cover part or all of the two (2) week Employment Insurance waiting period.
- (i) In the event that the death of a family member occurs during this period of leave, the employee shall be eligible for Bereavement Leave as outlined in Article 27.03.

ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES

28.01 Pay Periods

Pay periods shall be every two (2) weeks in length. Pay days shall be every second Thursday. A deduction sheet shall be included with each **pay deposit**. Employees shall be paid in accordance with Schedule 'A' attached to and forming part of this Collective Agreement.

28.02 Rate of Pay on Changes

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in her new classification, which will provide an immediate increase of salary. The salary increase must be a minimum of \$0.50/hour but not to exceed the top level of the new salary scale. Further increments are due on the anniversary date of initial employment.

28.03 Pay on Temporary Transfers, Higher Job Rates

When an employee temporarily is assigned by the Employer, to perform for a period in excess of two (2) days, principle duties of a higher paying position, she shall receive the rate for the job. When an employee temporarily relieves in, or performs the principle duties of a higher paying position for which a salary range has been established, she shall receive the rate in the salary range which is higher than her previous rate. The salary increase must be a minimum of \$0.65/hour but not to exceed the top level of the new salary scale. The employee shall qualify for any pay increments based on her length of service in her temporary assignment.

Where the higher position is outside the bargaining unit, she shall receive the rate of pay of the position filled. The employee shall be deemed to be covered by this Collective Agreement during the period of temporary transfer.

28.04 Payment on Transfer Lower Rated Job

- (a) When an employee is temporarily assigned to a position paying a lower rate, her rate shall not be reduced.
- (b) **When an employee voluntarily works a shift in a lower paid classification, the employee shall be paid at the same increment step on the lower paid classification as they are paid on their current classification.**

28.05 Vacation Pay

An employee may, upon giving at least ten (10) working days' notice in writing, receive on the last office day preceding commencement of her annual vacation, any **pay deposits** which may fall due during the period of vacation.

28.06 Anniversary Date

The anniversary date for increment for all employees will be the actual date of employment. Casual employees earn increments base on actual number of hours worked. A year is based on two hundred and sixty (260) days x hours in the day as per Article 22.

28.07 Expenses

Upon approval by the Employer, employees shall be reimbursed for reasonable, necessary expenses incurred in the performance of their duties as documented by receipt and/or written declaration.

Where an employee is required and authorized to use her privately owned vehicle on the Employer's business, she shall (effective January 1, 2009) be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of \$3.50 per return trip.

28.08 Shift Premiums

- (a) An employee required to work the majority of her 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.

The above allowance shall be applicable from 1600 hours to the termination of the day shift on a twelve (12) hour shift pattern during which at least two (2) hours are worked between 1600 hours and the termination of the shift.

- (b) An employee required to work the majority of her 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 **(one dollar and ninety cents (\$1.90) per hour effective April 1, 2016; two dollars and five cents (\$2.05) per hour effective October 1, 2016)** for that shift.
- (c) Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

- (d) Weekend Premium

A weekend premium of one dollar and thirty-five cents (\$1.35) per hour **(one dollar and fifty cents (\$1.50) per hour effective April 1, 2016; one dollar and**

sixty-five cents (\$1.65) per hour effective October 1, 2016) 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.

28.09 On Call

Employees required to be on call shall receive one (1) hour's pay [two (2) hours' basic pay effective April 1, 2010] for every eight (8) hours of on call duty. Employees called during an on call shift shall receive an hour's pay for every hour or part of an hour actually worked during the on call shift.

28.10 Uniform/Clothing Allowance

Where the Employer requires that safety shoes be worn, the employee shall be provided with a safety shoe allowance to a maximum of \$75 (one hundred dollars (\$100) effective January 1, 2009) per year upon presentation of a receipt. New employees will receive the allowance upon completion of their probationary period. An employee must wear safety shoes at all times while at work.

ARTICLE 29 – JOB CLASSIFICATION/RECLASSIFICATION

29.01 Job Description

The Employer agrees to supply job descriptions for all positions and classifications for which the Union is bargaining agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection within thirty (30) days.

29.02 Changes in Classifications and Job Descriptions

The Employer shall prepare a new job description whenever a job is created or whenever the duties of a job change. When the duties of any job are changed substantially or where the Union and/or an employee feels a job is unfairly or incorrectly classified, or when a new job is created or established, the rate of pay shall be subject to negotiations between the Employer and the Union. If the Parties are unable to agree on the reclassification or rate of pay for the job in question within four months, the dispute shall be submitted to grievance and arbitration for determination. The new rate shall become retroactive to the time the new position was first filled by the employee or the date of change in job duties.

An employee directly affected by change in job description shall be consulted vis-à-vis changes in the job description.

ARTICLE 30 – EMPLOYEE BENEFITS

30.01 Joint Employer/Employee Benefit Committee

A committee shall be appointed of up to two (2) representatives from the Union and up to two (2) representative of the Employer to maintain and review the benefit plans.

Employer will provide benefit plan as follows:

The Employer agrees to offer a benefit package, which includes the following:

- Group Life and Accidental Death and Dismemberment
- Short and Long Term Disability
- Extended Health Benefits
- Dental
- Vision Care

The Employer shall provide a Pension Plan, to be cost shared on a 50/50 basis between the Employer and the employees. The Employer shall continue to provide the **HEB Manitoba** Pension Plan, cost shared on a 50/50 basis between the Employer and the employees.

Employer and employee pension plan contribution rates to increase as follows:

July 1, 2005: 1.4% increase (resulting in the new rates of 6.4% up to YMPE and 8.0% for earnings in excess of YMPE).

July 1, 2006: 0.2% increase (resulting in the new rates of 6.6% up to YMPE and 8.2% for earnings in excess of YMPE).

July 1, 2007: 0.2% increase (resulting in the new rates of 6.8% up to YMPE and 8.4% for earnings in excess of YMPE).

30.02 Extended Health Care Plan/Health Spending Account (HSA)

The following benefit improvements will be applied through **HEB Manitoba** as specified:

1) Extended Health Care Plan:

- April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the **HEB Manitoba** “Enhanced” Extended Health Care Plan.
- Effective April 1, 2009, the “Enhanced” Plan premiums will be paid 50% by the Employer and 50% by the employee.

- There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the “Enhanced” Plan provided they are eligible in accordance with their category of employment or remain out.
- Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.
- New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrolment changes will be as per the **HEB Manitoba** Plan text.

2) Health Spending Account (HSA):

- Effective April 1, 2010, a Health Spending Account (HSA) shall be made available for eligible employees. The HSA shall only apply and be made available to top up the existing benefits provided in the **HEB Manitoba** “Enhanced” Extended Health Benefit Plan and the **HEB Manitoba** Dental Plan.
- The annual HSA benefit amounts shall be:

April 1, 2010: \$250 for full-time employees*
 \$125 for part-time employees

April 1, 2011: \$500 for full-time employees*
 \$250 for part-time employees

*For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.

- New employees hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

30.03 Premiums when on Unpaid Leave of Absence (LOA)

Employees will pay the Employer’s and the employee’s share of Group Health, Dental, Group Life and Disability & Rehabilitation (D&R) when on any unpaid LOA.

Subject to the terms of the plan, where an employee is on any return to work program where all or a portion of the employee’s wages are being paid by the Employer, the Employer will pay the Employer’s share of the premiums on the condition the employee is paying their share.

ARTICLE 31 – TERMINATIONS

31.01 An employee may terminate her employment by giving two (2) pay periods or four (4) weeks’ written notice.

31.02 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 with cause (the employee has to be given a reason for the termination);
- (c) in the event an employee is dismissed for just cause (the employee has to be given a reason for the termination, and the reason for the disciplinary action must be sufficient to warrant dismissal);
- (d) Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.

31.03 The Employer will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 32 – TERM OF AGREEMENT

- 32.01 (a) This Agreement shall be in full force and effect from **April 1, 2012 to March 31, 2017.**
- (b) Should the Parties fail to conclude a new collective agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.
- (c) The Union agrees to give the Employer at least one (1) week's (seven (7) days') written notice as to the date of intended strike action.
- (d) The Employer agrees to give the Union at least one (1) week's (seven (7) days') written notice as to the date of intended lockout.
- 32.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these 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.
- 32.03 This Agreement may be amended during its term by mutual agreement.

ARTICLE 33 – RETROACTIVITY

33.01 Retroactive Pay for Terminated Employees

An employee who has severed her employment between the signing of this Agreement and the date to which this Agreement is retroactive shall receive the full retroactivity of any increase in wages or salary.

33.02 Retroactivity for Current Employees

Salary and wages in the new Agreement shall be adjusted retroactively unless otherwise mutually agreed upon.

- 33.03 All retroactive wage and benefit adjustments shall be made payable within one hundred and twenty (120) calendar days of ratification of this agreement.

Former employees shall receive any applicable retroactive pay provided they request the retroactive pay from the Employer in writing with their current mailing address no later than ninety (90) days after the ratification date.

ARTICLE 34 – RECOGNITION OF EXPERIENCE

34.01 The starting salary of a newly hired employee shall recognize previous experience directly applicable to the job description of the position applied for and shall be no less than as outlined in the following table:

<u>Experience</u>	<u>Placement</u>
Less than one (1) year	Level 1 (Start)
Greater than or equal to one (1) year but less than two (2) years	Level 2 (Step 1)
Greater than or equal to two (2) years but less than three (3) years	Level 3 (Step 2)
Greater than or equal to three (3) years	Level 4 (Step 3)

ARTICLE 35 – TECHNOLOGICAL CHANGE

35.01 Definition

In this article “technological change” means an introduction of any technology that results in:

- (a) the introduction of equipment, material or processes different in nature, type, or volume from that previously utilized;
- (b) change in work methods, organization, operations or processes affecting one or more employees;
- (c) change in the location at which the work, undertaking or business operates;
- (d) change in the work, undertaking or business carried on by the Employer including any change in function performed and including the removal of any part of the work, undertaking or business.

35.02 Advance Notice

When the Employer is considering the introduction of technological change:

- (a) the Employer agrees to notify the Union and the affected employee(s) as far as possible in advance of her intentions and to update the information provided as new developments arise and modifications are made;
- (b) the foregoing notwithstanding, the Employer shall provide the Union, at least one hundred and twenty days before the introduction of a technological change, with a detailed description of the project it intends to carry out, disclosing all foreseeable effects and repercussions on employees.

35.03 Information to be Provided

The notice mentioned in Article (above) shall be given in writing and shall contain pertinent information including:

- (a) the nature of the change;
- (b) the date on which the Employer proposes to effect the change;
- (c) the approximate number, type and location of employees likely to be affected by the change;
- (d) the effects the change may be expected to have on employees' working conditions and terms of employment;
- (e) all other pertinent information relating to the anticipated effects on employees.

35.04 Arbitration

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 the Agreement.

35.05 Protection of Hours

No regular employee with more than three (3) calendar years shall be dismissed or have her regular hours reduced by the Employer solely by virtue of a technological change.

35.06 Protection of Rate of Pay

An employee whose job is changed or who is transferred from her job solely by virtue of a technological change will suffer no reduction in rate of pay.

35.07 Transfer Arrangements

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

35.08 Training Benefits

Where new or greater skills are required than are already possessed by the affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the

skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee.

35.09 Training Period

The training provided for above shall be given during the hours of work whenever possible.

35.10 No New Employees

No additional employees shall be hired by the Employer until employees affected by the change, or employees laid off because of the change, have been notified of the proposed technological change and allowed a reasonable training period to acquire the necessary knowledge or skill to retain their employment.

35.11 New Classifications

All new classifications or positions created as a result of technological change shall be automatically included in the bargaining unit unless the Employer and the Union mutually agree to exclude them.

If the Parties are unable to agree on the classification and/or the rate of pay for the job in question the issue shall be referred to the grievance/arbitration process as set forth in the Agreement.

ARTICLE 36 – GENERAL

36.01 Pronouns

Whatever pronouns are used in this Agreement shall be considered to apply to all, masculine and feminine, singular and plural.

36.02 Bulletin Boards

The Employer shall provide bulletin board space which shall be placed so that all employees will have access to it upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

36.03 Employee Performance Review

A performance review will be written by each supervisor for each employee at least once every twelve (12) months for the first two (2) years of employment and at least once every three (3) years thereafter.

A performance review will consist of an assessment of performance of an employee with respect to the ability of the employee to carry out her job description to the standards of performance outlined by the Employer.

The employee shall participate in the review of her performance by completing a self-evaluation.

Before each review is finalized, the employee's supervisor and the employee will have a discussion of the results of their respective performance evaluation. The final performance review will be signed and dated by the employee and the supervisor.

36.04 Security

It shall be the responsibility of the Employer to ensure that reasonable arrangements are made to provide for the security and safety of all employees.

No employee shall be required to work with a client if the employee has reason to believe such work would pose a threat to her safety. No employee shall be subject to disciplinary action for reason of such refusal to work.

At no time shall an employee be required to work alone in the building.

36.05 Pre-Retirement Leave (Retirement Bonus)

Conditional on the continuance of funding bodies policies to reimburse facilities for pre-retirement leave, the Employer will provide employees with pre-retirement leave as follows:

- (a) Full-time employees retiring in accordance with the provisions of the facility's group pension plan, whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave on the basis of four (4) days per year of employment (seniority).
- (b) Calculation of pre-retirement leave 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.
- (c) Part-time employees retiring in accordance with the provisions of the facility's group pension plan, whether or not enrolled in the pension plan, shall be granted paid pre-retirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

$$\frac{\text{Average annual hours actually worked from last date of employment}}{\text{Annual full-time hours}} \times \text{Entitlement of a Full-time Employee}$$

- (d) 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 payments.

ARTICLE 37 – INSURANCE COVERAGE

37.01 The Employer shall provide liability insurance coverage under the terms and conditions of the insurance provider.

ARTICLE 38 – OVERPAYMENTS

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

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

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

38.02 The Employer shall notify the employee of an overpayment error by letter within ten (10) business days of discovery.

- Where the value of overpayment is ten percent (10%) or less of the employee's normal biweekly gross earnings and is less than one hundred and fifty dollars (\$150.00), a detailed breakdown and a proposed recovery schedule will be included with the letter to the employee and a copy provided to the Union.
- For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed

breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

WAGE INCREASES

(Except for those classifications tied to Professional/Technical sector or Trades sector **and/or nurses.**)

Effective April 1, 2012: Increase hourly rate by 0%
Effective April 1, 2013: Increase hourly rate by 0%
Effective April 1, 2014: Increase hourly rate by 2.50%
Effective April 1, 2015: Increase hourly rate by 2.50%
Effective April 1, 2016: Increase hourly rate by 2.00%

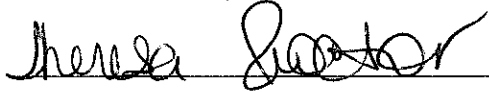
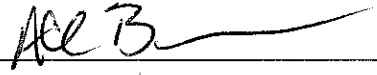

LONG SERVICE STEP

1. Effective October 1, 2014, (October 1, 2012, for all nursing/professional-technical classifications as per existing LOUs) a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
 - (i) Twenty (20) or more years of continuous service; and
 - (ii) The employee has been at the maximum step of their salary scale for a minimum of twelve (12) consecutive months.
2. Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in #1 above.


Note: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time, or term).

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED AND SIGNED THIS 20 DAY OF April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



MK:cbc/cope 491
29-Mar-16

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

APPENDIX "A"

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly	25,315	26,075	26,857	27,663	28,492
				Monthly	4,387.93	4,519.67	4,655.21	4,794.92	4,938.61
				Annual	52,655.20	54,236.00	55,862.56	57,539.04	59,263.36
16A	Clerk II	Receptionist	2080	Hourly	15,142	15,597	16,065	16,546	17,043
				Monthly	2,624.61	2,703.48	2,784.60	2,867.97	2,954.12
				Annual	31,495.36	32,441.76	33,415.20	34,415.68	35,449.44
16C	Clerk IV	Accounting Clerk	2080	Hourly	16,315	16,804	17,309	17,828	18,363
				Monthly	2,827.93	2,912.69	3,000.23	3,090.19	3,182.92
				Annual	33,935.20	34,952.32	36,002.72	37,082.24	38,195.04
16H	Secretary I	Administrative Support	2080	Hourly	15,749	16,221	16,708	17,209	17,725
				Monthly	2,729.83	2,811.64	2,896.05	2,982.89	3,072.33
				Annual	32,757.92	33,739.68	34,752.64	35,794.72	36,868.00
53	Medical Assistant	Medical Assistant	2080	Hourly	15,963	16,442	16,935	17,443	17,966
				Monthly	2,766.92	2,849.95	2,935.40	3,023.45	3,114.11
				Annual	33,203.04	34,199.36	35,224.80	36,281.44	37,369.28
56	Outreach Worker	Outreach Worker	2080	Hourly	18,828	19,393	19,974	20,574	21,191
				Monthly	3,263.52	3,361.45	3,462.16	3,566.16	3,673.11
				Annual	39,162.24	40,337.44	41,545.92	42,793.92	44,077.28
	No Match	Child Minder	2080	Hourly	11,607	11,947	12,307	12,677	13,058
				Monthly	2,011.88	2,070.81	2,133.21	2,197.35	2,263.39
				Annual	24,142.56	24,849.76	25,598.56	26,368.16	27,160.64
	No Match	Secretary - PIO	2080	Hourly	17,118	17,398	17,679	17,961	18,242
				Monthly	2,967.12	3,015.65	3,064.36	3,113.24	3,161.95
				Annual	35,605.44	36,187.84	36,772.32	37,358.88	37,943.36
	No Match	Finance Assistant - Accountant	2080	Hourly	23,074	23,766	24,479	25,214	25,970
				Monthly	3,999.49	4,119.44	4,243.03	4,370.43	4,501.47
				Annual	47,993.92	49,433.28	50,916.32	52,445.12	54,017.60
									55,637.92

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

General Increase 2.75%

Stand. Grp #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
41	Dietician	Dietician ^P	2080	Hourly	25,169	26,031	26,998	27,976	29,010	30,079	31,266	32,465
				Monthly	4,362.63	4,512.04	4,679.65	4,849.17	5,028.40	5,213.69	5,419.44	5,627.27
				Annual	52,351.52	54,144.48	56,155.84	58,190.08	60,340.80	62,564.32	65,033.28	67,527.20
42	Counsellor / Coordinator (BSW)	Coordinator ^P Health Educator ^P	2080	Hourly	23,651	24,720	25,833	27,025	28,247	29,484	30,635	30,914
				Monthly	4,099.51	4,284.80	4,477.72	4,684.33	4,896.15	5,110.56	5,310.07	5,358.43
				Annual	49,194.08	51,417.60	53,732.64	56,212.00	58,753.76	61,326.72	63,720.80	64,301.12
42A	Team Leader / Coordinator	Mother's Program Coordinator ^P	2080	Hourly	28,000	28,840	29,705	30,596	31,514	32,460		
				Monthly	4,853.33	4,988.93	5,148.87	5,303.31	5,462.43	5,626.40		
				Annual	58,240.00	59,867.20	61,786.40	63,639.68	65,549.12	67,516.80		
51	Social Worker (MSW)	Social Worker ^P (Mental Health Practitioner)	2080	Hourly	24,688	25,693	26,748	27,884	29,056	30,244	31,351	31,576
				Monthly	4,279.25	4,453.45	4,636.32	4,833.23	5,036.37	5,242.29	5,434.17	5,473.17
				Annual	51,351.04	53,441.44	55,635.84	57,998.72	60,436.48	62,907.52	65,210.08	65,678.08

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012 – NURSING SECTOR CLASSIFICATIONS

General Increase 3%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Nurse II	2080	Hourly	30,954	32,034	33,118	34,247	35,351	36,492
		Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242
		Annual	64,383.557	66,630.617	68,884.705	71,233.456	73,529.618	75,902.902
Nurse III	2080	Hourly	32,130	33,214	34,345	35,449	36,473	37,591
		Monthly	5,569.203	5,757.045	5,953.064	6,144.410	6,322.026	6,515.709
		Annual	66,830.438	69,084.545	71,436.762	73,732.925	75,864.313	78,188.512
Nurse Practitioner	2080	Hourly	39,979	42,913	44,677	46,440	48,342	
		Monthly	6,929.704	7,438.211	7,744.048	8,049.549	8,379.265	
		Annual	83,156.454	89,258.532	92,928.572	96,594.583	100,551.180	

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2012 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

Addition of 20 Year Scale

Stand. Grp #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20	Note 1
41	Dietician	Dietician ^P	Hourly	25,169	26,031	26,998	27,976	29,010	30,079	31,266	32,465	33,707	34,381	
			Monthly	4,362.63	4,512.04	4,679.65	4,849.17	5,028.40	5,213.69	5,419.44	5,627.27	5,842.55	5,959.38	
			Annual	52,351.52	54,144.48	56,155.84	58,190.08	60,340.80	62,564.32	65,033.28	67,527.20	70,110.56	71,512.59	
42	Counsellor / Coordinator (BSW)	Coordinator ^P Health Educator ^P	Hourly	23,651	24,720	25,833	27,025	28,247	29,484	30,635	30,914		31,532	
			Monthly	4,099.51	4,284.80	4,477.72	4,684.33	4,896.15	5,110.56	5,310.07	5,358.43		5,465.57	
			Annual	49,194.08	51,417.60	53,732.64	56,212.00	58,753.76	61,326.72	63,720.80	64,301.12		65,586.82	
42A	Team Leader / Coordinator	Mother's Program Coordinator ^P	Hourly	28,000	28,840	29,705	30,596	31,514	32,460				33,109	
			Monthly	4,853.33	4,998.93	5,148.87	5,303.31	5,462.43	5,626.40				5,738.87	
			Annual	58,240.00	59,987.20	61,786.40	63,639.68	65,549.12	67,516.80				68,866.46	
51	Social Worker (MSW)	Social Worker ^P (Mental Health Practitioner)	Hourly	24,688	25,693	26,748	27,884	29,066	30,244	31,351	31,576	32,682	33,335	
			Monthly	4,279.25	4,453.45	4,636.32	4,833.23	5,036.37	5,242.29	5,434.17	5,473.17	5,664.88	5,778.12	
			Annual	51,351.04	53,441.44	55,635.84	57,998.72	60,436.48	62,907.52	65,210.08	65,678.08	67,978.56	69,337.41	

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2012 – NURSING SECTOR CLASSIFICATIONS

Addition of 20 Year Scale

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20	Note 1
Nurse II	2080	Hourly	30,954	32,034	33,118	34,247	35,351	36,492	37,222	
		Monthly	5,365.296	5,552.551	5,740.392	5,936.121	6,127.468	6,325.242	6,451.813	
		Annual	64,383.557	66,630.617	68,884.705	71,233.456	73,529.618	75,902.902	77,421.760	
Nurse III	2080	Hourly	32,130	33,214	34,345	35,449	36,473	37,591	38,743	39,518
		Monthly	5,569.203	5,757.045	5,953.064	6,144.410	6,322.026	6,515.709	6,715.527	6,849.787
		Annual	66,830.438	69,084.545	71,436.762	73,732.925	75,864.313	78,188.512	80,586.329	82,197.440
Nurse Practitioner	2080	Hourly	39,979	42,913	44,677	46,440	48,342		49,309	
		Monthly	6,929.704	7,438.211	7,744.048	8,049.549	8,379.265		8,546.893	
		Annual	83,156.454	89,258.532	92,928.572	96,594.583	100,551.180		102,562.720	

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE DECEMBER 31, 2012 – NURSING SECTOR CLASSIFICATIONS

Market Adjustment 1%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 ^{Note 1}
Nurse II	2080	Hourly	31,263	32,354	33,449	34,589	35,704	36,857	37,594
		Monthly	5,418,949	5,608,077	5,797,796	5,995,483	6,188,743	6,388,494	6,516,293
		Annual	65,027,393	67,296,923	69,573,552	71,945,790	74,264,915	76,661,931	78,195,520
Nurse III	2080	Hourly	32,451	33,546	34,688	35,803	36,838	37,967	39,913
		Monthly	5,624,895	5,814,616	6,012,594	6,205,855	6,385,246	6,580,866	6,918,253
		Annual	67,498,742	69,775,391	72,151,130	74,470,255	76,622,956	78,970,397	83,019,040
Nurse Practitioner	2080	Hourly	40,379	43,342	45,124	46,904	48,825		49,802
		Monthly	6,999,002	7,512,593	7,821,488	8,130,044	8,463,058		8,632,347
		Annual	83,988,018	90,151,117	93,857,858	97,560,529	101,556,692		103,588,160

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly	25,315	26,075	26,857	27,663	28,492
				Monthly	4,387.93	4,519.67	4,655.21	4,794.92	4,938.61
				Annual	52,655.20	54,236.00	55,862.56	57,539.04	59,263.36
16A	Clerk II	Receptionist	2080	Hourly	15,142	15,597	16,065	16,546	17,043
				Monthly	2,624.61	2,703.48	2,784.60	2,867.97	2,954.12
				Annual	31,495.36	32,441.76	33,415.20	34,415.68	35,449.44
16C	Clerk IV	Accounting Clerk	2080	Hourly	16,315	16,804	17,309	17,828	18,363
				Monthly	2,827.93	2,912.69	3,000.23	3,090.19	3,182.92
				Annual	33,935.20	34,952.32	36,002.72	37,082.24	38,195.04
16H	Secretary I	Administrative Support	2080	Hourly	15,749	16,221	16,708	17,209	17,725
				Monthly	2,729.83	2,811.64	2,896.05	2,982.89	3,072.33
				Annual	32,757.92	33,739.68	34,752.64	35,794.72	36,868.00
53	Medical Assistant	Medical Assistant	2080	Hourly	15,963	16,442	16,935	17,443	17,966
				Monthly	2,766.92	2,849.95	2,935.40	3,023.45	3,114.11
				Annual	33,203.04	34,199.36	35,224.80	36,281.44	37,369.28
56	Outreach Worker	Outreach Worker	2080	Hourly	18,828	19,393	19,974	20,574	21,191
				Monthly	3,263.52	3,361.45	3,462.16	3,566.16	3,673.11
				Annual	39,162.24	40,337.44	41,545.92	42,793.92	44,077.28
	No Match	Child Minder	2080	Hourly	11,607	11,947	12,307	12,677	13,058
				Monthly	2,011.88	2,070.81	2,133.21	2,197.35	2,263.39
				Annual	24,142.56	24,849.76	25,598.56	26,368.16	27,160.64
	No Match	Secretary - PIO	2080	Hourly	17,118	17,398	17,679	17,961	18,242
				Monthly	2,967.12	3,015.65	3,064.36	3,113.24	3,161.95
				Annual	35,605.44	36,187.84	36,772.32	37,358.88	37,943.36
	No Match	Finance Assistant - Accountant	2080	Hourly	23,074	23,766	24,479	25,214	25,970
				Monthly	3,999.49	4,119.44	4,243.03	4,370.43	4,501.47
				Annual	47,993.92	49,433.28	50,916.32	52,445.12	54,017.60

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

General Increase 2.75% (Market Adjustment - Denoted with *)

Stand. Grp #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20	Note 1
41	Dietician	Dietician ^P	2080 Hourly Monthly Annual	25,862 4,482.68 53,792.14	26,747 4,636.20 55,634.43	27,740 4,808.34 57,700.08	28,746 4,982.61 59,791.27	29,807 5,166.82 61,999.46	30,906 5,357.02 64,284.23	32,126 5,568.51 66,822.16	33,357 5,781.96 69,383.48	34,634 6,003.20 72,038.41	35,327 6,123.27 73,479.18	
42	Counsellor / Coordinator (BSW)	Coordinator ^{P*} Health Educator ^{P*}	2080 Hourly Monthly Annual	25,517 4,422.94 53,075.33	26,669 4,622.68 55,472.11	27,871 4,830.97 57,971.64	29,156 5,053.78 60,645.40	30,475 5,282.37 63,388.40	31,810 5,513.74 66,164.91	33,051 5,728.92 68,747.09	33,352 5,781.04 69,372.53	34,019 5,896.67 70,759.98	34,719 5,986.67 71,759.98	
42A	Team Leader / Coordinator	Mother's Program Coordinator ^{P*}	2080 Hourly Monthly Annual	30,209 5,236.14 62,833.69	31,115 5,393.23 64,718.71	32,048 5,555.02 66,660.27	33,010 5,721.67 68,660.07	34,000 5,893.32 70,719.88	35,020 6,070.12 72,841.47	36,070 6,251.63 74,963.00	37,140 6,433.16 77,074.51	38,210 6,615.69 79,185.02	39,280 6,798.22 81,296.53	
51	Social Worker (MSW)	Social Worker ^{P*} (Mental Health Practitioner)	2080 Hourly Monthly Annual	26,635 4,616.72 55,400.63	27,720 4,804.72 57,656.69	28,858 5,002.04 60,024.42	30,063 5,214.43 62,573.09	31,348 5,433.70 65,204.41	32,629 5,655.77 67,869.24	33,924 5,882.76 70,553.13	35,259 6,111.63 73,242.06	36,595 6,340.56 75,930.99	37,965 6,569.50 78,620.92	

* 5.0% MA - Social Worker

** 4.1% MA - Occupational Therapist/Physiotherapist

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013 – NURSING SECTOR CLASSIFICATIONS

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20	Note 1
Nurse II	2080	Hourly	31,888	33,001	34,117	35,281	36,418	37,598	38,350	
	Monthly	5,527.313	5,720.249	5,913.689	6,115.357	6,312.491	6,517.014	6,712.469	6,918.335	
	Annual	66,327.755	68,642.990	70,964.270	73,384.285	75,749.895	78,204.165	80,549.625	82,894.895	
Nurse III	2080	Hourly	33,100	34,217	35,382	36,519	37,575	38,726	39,913	
	Monthly	5,737.377	5,930.985	6,132.820	6,329.955	6,512.984	6,712.469	6,918.335	7,056.698	
	Annual	68,848.520	71,171.815	73,593.845	75,959.455	78,155.805	80,549.625	83,020.015	85,480.375	
Nurse Practitioner	2080	Hourly	41,186	44,209	46,026	47,842	49,802	51,798	53,805	
	Monthly	7,138.977	7,662.877	7,977.889	8,292.565	8,632.260	8,987.015	9,346.835	9,711.645	
	Annual	85,667.725	91,954.525	95,734.665	99,510.775	103,587.120	107,663.470	111,739.820	115,816.170	

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2014

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly	25,948	26,726	27,528	28,354	29,205
				Monthly	4,497.65	4,632.51	4,771.52	4,914.69	5,062.20
				Annual	53,971.84	55,590.08	57,258.24	58,976.32	60,746.40
16A	Clerk II	Receptionist	2080	Hourly	15,521	15,987	16,466	16,960	17,469
				Monthly	2,690.31	2,771.08	2,854.11	2,939.73	3,027.96
				Annual	32,283.68	33,252.96	34,249.28	35,276.80	36,335.52
16C	Clerk IV	Accounting Clerk	2080	Hourly	16,723	17,225	17,741	18,273	18,822
				Monthly	2,898.65	2,985.67	3,075.11	3,167.32	3,262.48
				Annual	34,783.84	35,828.00	36,901.28	38,007.84	39,149.76
16H	Secretary I	Administrative Support	2080	Hourly	16,142	16,627	17,125	17,639	18,168
				Monthly	2,797.95	2,882.01	2,968.33	3,057.43	3,149.12
				Annual	33,575.36	34,584.16	35,620.00	36,689.12	37,789.44
53	Medical Assistant	Medical Assistant	2080	Hourly	16,362	16,853	17,359	17,879	18,416
				Monthly	2,836.08	2,921.19	3,008.89	3,099.03	3,192.11
				Annual	34,032.96	35,054.24	36,106.72	37,188.32	38,305.28
56	Outreach Worker	Outreach Worker	2080	Hourly	19,299	19,878	20,474	21,088	21,721
				Monthly	3,345.16	3,445.52	3,548.83	3,655.25	3,764.97
				Annual	40,141.92	41,346.24	42,585.92	43,863.04	45,179.68
No Match	Child Minder	Child Minder	2080	Hourly	11,897	12,246	12,615	12,994	13,384
				Monthly	2,082.15	2,122.64	2,186.60	2,252.29	2,319.89
				Annual	24,745.76	25,471.68	26,239.20	27,027.52	27,838.72
No Match	Secretary - PIO	Secretary - PIO	2080	Hourly	17,546	17,833	18,121	18,410	18,698
				Monthly	3,041.31	3,091.05	3,140.97	3,191.07	3,240.99
				Annual	36,495.68	37,092.64	37,691.68	38,292.80	38,891.84
No Match	Finance Assistant - Accountant	Finance Assistant - Accountant	2080	Hourly	23,651	24,361	25,091	25,844	26,620
				Monthly	4,099.51	4,222.57	4,349.11	4,479.63	4,614.13
				Annual	49,194.08	50,670.88	52,189.28	53,755.52	55,369.60
									57,029.44

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2014 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

Stand. Grp #	Occupational Group	Employer Classification ¹	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Year 20 ^{Note 1}
41	Dietician	Dietician ^P	2080	Hourly Monthly Annual			To be determined				
42	Counsellor / Coordinator (BSW)	Coordinator ^P Health Educator ^P	2080	Hourly Monthly Annual			To be determined				
42A	Team Leader / Coordinator	Mother's Program Coordinator ^P	2080	Hourly Monthly Annual			To be determined				
51	Social Worker (MSW)	Social Worker ^P (Mental Health Practitioner)	2080	Hourly Monthly Annual			To be determined				

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE APRIL 1, 2014 – NURSING SECTOR CLASSIFICATIONS

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 ^{Note 1}
Nurse II	2080	Hourly Monthly Annual	32,526 5,637,802 67,653,625	33,661 5,834,600 70,015,205	34,800 6,032,070 72,384,845	35,987 6,237,768 74,853,220	37,147 6,438,765 77,265,175	38,350 6,647,317 79,767,805	39,117 6,780,307 81,363,685
Nurse III	2080	Hourly Monthly Annual	33,762 5,852,064 70,224,765	34,901 6,049,534 72,594,405	36,090 6,255,568 75,066,810	37,249 6,456,564 77,478,765	38,327 6,643,287 79,719,445	39,501 6,846,802 82,161,625	40,712 7,056,698 84,680,375
Nurse Practitioner	2080	Hourly Monthly Annual	42,010 7,281,706 87,380,475	45,093 7,816,185 93,794,220	46,947 8,137,410 97,648,915	48,799 8,458,466 101,501,595	50,798 8,805,046 105,660,555	51,814 8,981,023 107,772,275	51,814 8,981,023 107,772,275

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014

Addition of 20 Year Scale

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20	Note 2
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly Monthly Annual	25,948 4,497.65 53,971.84	26,726 4,632.51 55,590.08	27,528 4,771.52 57,258.24	28,354 4,914.69 58,976.32	29,205 5,062.20 60,746.40	30,081 5,214.04 62,568.48	30,662 5,318.21 63,818.56
16A	Clerk II	Receptionist	2080	Hourly Monthly Annual	15,521 2,690.31 32,283.68	15,987 2,771.08 33,252.96	16,466 2,854.11 34,249.28	16,960 2,939.73 35,276.80	17,469 3,027.96 36,335.52	17,993 3,118.79 37,425.44	18,353 3,181.19 38,174.24
16C	Clerk IV	Accounting Clerk	2080	Hourly Monthly Annual	16,723 2,898.65 34,783.84	17,225 2,985.67 35,828.00	17,741 3,075.11 36,901.28	18,273 3,167.32 38,007.84	18,822 3,262.48 39,149.76	19,386 3,360.24 40,322.88	19,774 3,427.49 41,129.92
16H	Secretary I	Administrative Support	2080	Hourly Monthly Annual	16,142 2,797.95 33,575.36	16,627 2,882.01 34,584.16	17,125 2,968.33 35,620.00	17,639 3,057.43 36,689.12	18,168 3,149.12 37,789.44	18,713 3,243.59 38,923.04	19,088 3,308.59 39,703.04
53	Medical Assistant	Medical Assistant	2080	Hourly Monthly Annual	16,362 2,836.08 34,032.96	16,853 2,921.19 35,054.24	17,359 3,008.89 36,106.72	17,879 3,099.03 37,188.32	18,416 3,192.11 38,305.28	18,968 3,287.79 39,453.44	19,347 3,353.48 40,241.76
56	Outreach Worker	Outreach Worker	2080	Hourly Monthly Annual	19,299 3,345.16 40,141.92	19,878 3,445.52 41,346.24	20,474 3,548.83 42,585.92	21,088 3,655.25 43,863.04	21,721 3,764.97 45,179.68	22,372 3,877.81 46,533.76	22,820 3,955.47 47,465.60
	No Match	Child Minder	2080	Hourly Monthly Annual	11,897 2,062.15 24,745.76	12,246 2,122.64 25,471.68	12,615 2,186.60 26,239.20	12,994 2,252.29 27,027.52	13,384 2,319.89 27,838.72	13,785 2,389.40 28,672.80	14,061 2,437.24 29,246.88
	No Match	Secretary - PIO	2080	Hourly Monthly Annual	17,546 3,041.31 36,495.68	17,833 3,091.05 37,092.64	18,121 3,140.97 37,691.68	18,410 3,191.07 38,292.80	18,698 3,240.99 38,891.84	18,985 3,290.73 39,488.80	19,364 3,356.43 40,277.12
	No Match	Finance Assistant - Accountant	2080	Hourly Monthly Annual	23,651 4,099.51 49,194.08	24,361 4,222.57 50,670.88	25,091 4,349.11 52,189.28	25,844 4,479.63 53,755.52	26,620 4,614.13 55,369.60	27,418 4,752.45 57,029.44	27,966 4,847.44 58,169.28

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014 – NURSING SECTOR CLASSIFICATIONS

Market Adjustment 1.1%

Nurse - Employer Classification		Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 ^{Note 1}
Nurse II	2080	Hourly	32,884	34,031	35,183	36,382	37,556	38,772	39,547
		Monthly	5,699.931	5,898.745	6,098.398	6,306.278	6,509.625	6,720.529	6,854.862
		Annual	68,399.175	70,784.935	73,180.770	75,675.340	78,115.505	80,646.345	82,258.345
Nurse III	2080	Hourly	34,134	35,285	36,486	37,659	38,748	39,935	41,159
		Monthly	5,916.544	6,116.029	6,324.245	6,527.593	6,716.331	6,922.029	7,134.275
		Annual	70,998.525	73,392.345	75,890.945	78,331.110	80,595.970	83,064.345	85,611.305
Nurse Practitioner	2080	Hourly	42,472	45,589	47,463	49,336	51,356		52,384
		Monthly	7,361.803	7,902.158	8,226.909	8,551.492	8,901.766		9,079.926
		Annual	88,341.630	94,825.900	98,722.910	102,617.905	106,821.195		108,959.110

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2015

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20	Note 2
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly	26,597	27,395	28,216	29,063	29,935	30,833	31,450
				Monthly	4,610.15	4,748.47	4,890.77	5,037.59	5,188.73	5,344.39	5,451.33
				Annual	55,321.76	56,981.60	58,689.28	60,451.04	62,264.80	64,132.64	65,416.00
16A	Clerk II	Receptionist	2080	Hourly	15,909	16,386	16,878	17,384	17,906	18,443	18,812
				Monthly	2,757.56	2,840.24	2,925.52	3,013.23	3,103.71	3,196.79	3,260.75
				Annual	33,090.72	34,082.88	35,106.24	36,158.72	37,244.48	38,361.44	39,128.96
16C	Clerk IV	Accounting Clerk	2080	Hourly	17,141	17,555	18,185	18,730	19,292	19,871	20,268
				Monthly	2,971.11	3,060.20	3,152.07	3,246.53	3,343.95	3,444.31	3,513.12
				Annual	35,653.28	36,722.40	37,824.80	38,958.40	40,127.36	41,331.68	42,157.44
16H	Secretary I	Administrative Support	2080	Hourly	16,546	17,042	17,554	18,080	18,623	19,181	19,565
				Monthly	2,867.97	2,953.95	3,042.69	3,133.87	3,227.99	3,324.71	3,391.27
				Annual	34,415.68	35,447.36	36,512.32	37,608.40	38,735.84	39,896.48	40,695.20
53	Medical Assistant	Medical Assistant	2080	Hourly	16,771	17,274	17,792	18,326	18,876	19,442	19,831
				Monthly	2,906.97	2,994.16	3,083.95	3,176.51	3,271.84	3,369.95	3,437.37
				Annual	34,883.68	35,929.92	37,007.36	38,118.08	39,262.08	40,439.36	41,248.48
56	Outreach Worker	Outreach Worker	2080	Hourly	19,781	20,374	20,986	21,615	22,264	22,932	23,390
				Monthly	3,428.71	3,531.49	3,637.57	3,746.60	3,859.09	3,974.88	4,054.27
				Annual	41,144.48	42,377.92	43,650.88	44,959.20	46,309.12	47,698.56	48,651.20
	No Match	Child Minder	2080	Hourly	12,195	12,552	12,930	13,319	13,719	14,130	14,412
				Monthly	2,113.80	2,175.68	2,241.20	2,308.63	2,377.96	2,449.20	2,498.08
				Annual	25,365.60	26,108.16	26,894.40	27,703.52	28,535.52	29,390.40	29,976.96
	No Match	Secretary- PIO	2080	Hourly	17,985	18,279	18,574	18,870	19,165	19,459	19,848
				Monthly	3,117.40	3,168.36	3,219.49	3,270.80	3,321.93	3,372.89	3,440.32
				Annual	37,408.80	38,020.32	38,633.92	39,249.60	39,863.20	40,474.72	41,283.84
	No Match	Finance Assistant - Accountant	2080	Hourly	24,242	24,970	25,719	26,490	27,285	28,104	28,666
				Monthly	4,201.95	4,328.13	4,457.96	4,591.60	4,729.40	4,871.36	4,968.77
				Annual	50,423.36	51,937.60	53,495.52	55,099.20	56,752.80	58,456.32	59,625.28

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2015 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

Stand. Grp #	Occupational Group	Employer Classification ¹	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 Note 1
41	Dietician	Dietician ^P	2080 Hourly Monthly Annual										
								To be determined					
42	Counsellor / Coordinator (BSW)	Coordinator ^P Health Educator ^P	2080 Hourly Monthly Annual										
								To be determined					
42A	Team Leader / Coordinator	Mother's Program Coordinator ^P	2080 Hourly Monthly Annual										
								To be determined					
51	Social Worker (MSW)	Social Worker ^P (Mental Health Practitioner)	2080 Hourly Monthly Annual										
								To be determined					

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE APRIL 1, 2015 – NURSING SECTOR CLASSIFICATIONS

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 Note 1
Nurse II	2080	Hourly	33,542	34,712	35,886	37,110	38,306	39,547	40,339
		Monthly	5,813.947	6,016.790	6,220.305	6,432.384	6,639.761	6,854.862	6,992.050
		Annual	69,767.360	72,201.480	74,643.660	77,188.605	79,677.130	82,258.345	83,904.600
Nurse III	2080	Hourly	34,817	35,991	37,216	38,412	39,523	40,734	42,823
		Monthly	6,034.925	6,238.440	6,450.855	6,658.064	6,850.664	7,060.560	7,422.588
		Annual	72,419.100	74,861.280	77,410.255	79,896.765	82,207.970	84,726.720	89,071.060
Nurse Practitioner	2080	Hourly	43,322	46,501	48,412	50,323	52,384		53,431
		Monthly	7,509.065	8,060.168	8,391.468	8,722.599	9,079.926		9,261.444
		Annual	90,108.785	96,722.015	100,697.610	104,671.190	108,959.110		111,137.325

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2016

General Increase 2%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 ^{Note 2}	
2	Volunteer Coordinator	Volunteer Coordinator	2080	Hourly	27,129	27,943	28,781	29,644	30,534	31,450	32,079
				Monthly	4,702.36	4,843.45	4,988.71	5,138.29	5,292.56	5,451.33	5,560.36
				Annual	56,428.32	58,121.44	59,864.48	61,659.52	63,510.72	65,416.00	66,724.32
16A	Clerk II	Receptionist	2080	Hourly	16,227	16,714	17,215	17,732	18,264	18,812	19,188
				Monthly	2,812.68	2,897.09	2,983.93	3,073.55	3,165.76	3,260.75	3,325.92
				Annual	33,752.16	34,765.12	35,807.20	36,882.56	37,989.12	39,128.96	39,911.04
16C	Clerk IV	Accounting Clerk	2080	Hourly	17,484	18,008	18,548	19,105	19,678	20,268	20,674
				Monthly	3,030.56	3,121.39	3,214.99	3,311.53	3,410.85	3,513.12	3,583.49
				Annual	36,366.72	37,456.64	38,579.84	39,738.40	40,930.24	42,157.44	43,001.92
16H	Secretary I	Administrative Support	2080	Hourly	16,877	17,383	17,905	18,442	18,995	19,565	19,956
				Monthly	2,925.35	3,013.05	3,103.53	3,196.61	3,292.47	3,391.27	3,459.04
				Annual	35,104.16	36,156.64	37,242.40	38,359.36	39,509.60	40,695.20	41,508.48
53	Medical Assistant	Medical Assistant	2080	Hourly	17,107	17,620	18,148	18,693	19,254	19,831	20,228
				Monthly	2,965.21	3,054.13	3,145.65	3,240.12	3,337.36	3,437.37	3,506.19
				Annual	35,582.56	36,649.60	37,747.84	38,881.44	40,048.32	41,248.48	42,074.24
56	Outreach Worker	Outreach Worker	2080	Hourly	20,177	20,782	21,405	22,048	22,709	23,390	23,858
				Monthly	3,497.35	3,602.21	3,710.20	3,821.65	3,936.23	4,054.27	4,135.39
				Annual	41,968.16	43,226.56	44,522.40	45,859.84	47,234.72	48,651.20	49,624.64
No Match	Child Minder	Child Minder	2080	Hourly	12,438	12,803	13,189	13,585	13,993	14,412	14,701
				Monthly	2,155.92	2,219.19	2,286.09	2,354.73	2,425.45	2,498.08	2,548.17
				Annual	25,871.04	26,630.24	27,433.12	28,256.80	29,105.44	29,976.96	30,578.08
No Match	Secretary - PIO	Secretary - PIO	2080	Hourly	18,345	18,644	18,945	19,248	19,549	19,848	20,245
				Monthly	3,179.80	3,231.63	3,283.80	3,336.32	3,388.49	3,440.32	3,509.13
				Annual	38,157.60	38,779.52	39,405.60	40,035.84	40,661.92	41,283.84	42,109.60
No Match	Finance Assistant - Accountant	Finance Assistant - Accountant	2080	Hourly	24,727	25,469	26,233	27,020	27,831	28,666	29,239
				Monthly	4,286.01	4,414.63	4,547.05	4,683.47	4,824.04	4,968.77	5,068.09
				Annual	51,432.16	52,975.52	54,564.64	56,201.60	57,888.48	59,625.28	60,817.12

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE APRIL 1, 2016 – PROFESSIONAL TECHNICAL SECTOR CLASSIFICATIONS

Stand. Grp #	Occupational Group	Employer Classification ¹	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 ^{Note 1}
41	Dietician	Dietician ^P	2080	Hourly									
				Monthly									
				Annual									
42	Counsellor / Coordinator (BSW)	Coordinator ^P	2080	Hourly									
		Health Educator ^P		Monthly									
				Annual									
42A	Team Leader / Coordinator	Mother's Program Coordinator ^P	2080	Hourly									
				Monthly									
				Annual									
51	Social Worker (MSW)	Social Worker ^P	2080	Hourly									
		(Mental Health Practitioner)		Monthly									
				Annual									

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

^P Rates Linked to Professional Technical Sector

SCHEDULE "A" – EFFECTIVE APRIL 1, 2016 – NURSING SECTOR CLASSIFICATIONS

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 ^{Note 1}
Nurse II	2080	Hourly	34,212	35,407	36,604	37,852	39,073	40,339	41,145
		Monthly	5,930,145	6,137,186	6,344,731	6,561,008	6,772,583	6,992,050	7,131,757
		Annual	71,161,740	73,646,235	76,136,775	78,732,095	81,270,995	83,904,600	85,581,080
Nurse III	2080	Hourly	35,512	36,711	37,960	39,181	40,314	41,549	43,679
		Monthly	6,155,489	6,363,202	6,579,815	6,791,390	6,987,684	7,201,778	7,571,027
		Annual	73,865,870	76,358,425	78,957,775	81,496,675	83,852,210	86,421,335	90,852,320
Nurse Practitioner	2080	Hourly	44,189	47,431	49,381	51,329	53,431		54,500
		Monthly	7,659,351	8,221,368	8,559,384	8,897,065	9,261,444		9,446,656
		Annual	91,912,210	98,656,415	102,712,610	106,764,775	111,137,325		113,359,870

CUPE LOCAL 2348 AND WOMEN'S HEALTH CLINIC

SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2016 – NURSING SECTOR CLASSIFICATIONS General Increase 1%

Nurse - Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 ^{Note 1}
Nurse II	2080	Hourly	34,554	35,760	36,970	38,231	39,463	40,742	41,556
		Monthly	5,989,420	6,198,476	6,408,204	6,626,663	6,840,253	7,061,903	7,203,121
		Annual	71,873,035	74,381,710	76,898,445	79,519,960	82,083,040	84,742,840	86,437,455
Nurse III	2080	Hourly	35,868	37,078	38,340	39,572	40,717	41,963	44,116
		Monthly	6,217,115	6,426,843	6,645,638	6,859,228	7,057,538	7,273,646	7,646,757
		Annual	74,605,375	77,122,110	79,747,655	82,310,735	84,890,450	87,283,755	91,761,085
Nurse Practitioner	2080	Hourly	44,630	47,905	49,875	51,843	53,966		55,045
		Monthly	7,735,921	8,303,479	8,645,022	8,986,060	9,354,134		9,541,193
		Annual	92,831,050	99,641,750	103,740,260	107,832,725	112,249,605		114,494,315

Note 1 - Long Service Step application for all employees covered by this agreement is:

1 Effective Oct 1/12 a Long Service Step equivalent to two percent (2%) shall be added to Schedule A.

Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

- (i) Twenty (20) or more years of continuous service; and
- (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

2 Employees who do not meet the above criteria on Oct 1/12 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

For the purpose of # 1 and # 2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

Note 2 - Long Service Step application for all employees covered by this agreement is:

1 Effective Oct 1/14 a Long Service Step equivalent to two percent (2%) shall be added to Schedule A

Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:

(i) Twenty (20) or more years of continuous service; and

(ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

2 Employees who do not meet the above criteria on Oct 1/14 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.



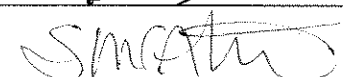
For the purpose of # 1 and # 2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (FT, PT or Term).

APPENDIX "B"
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN'S HEALTH CLINIC
RE: DEFERRED SALARY LEAVE PLAN

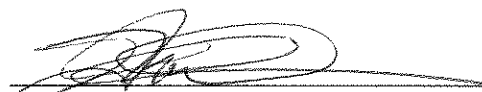
The Employer and Union agree to develop a deferred salary leave plan during the term of the Agreement. It is understood that the Parties agree that any such plan shall not result in any cost or liability to the Employer. It is further understood that a Deferred Salary Leave Plan must be approved by the federal government (Revenue Canada) before the implementation.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



MK:cbc/cope 491
29-Mar-16

APPENDIX "C"
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN'S HEALTH CLINIC
RE: CENTRAL TABLE STAFFING COMMITTEE

Central Table (Local 2343 & 2348) Staffing Committee

Each Employer recognizes the value of establishing a process to facilitate the redeployment of laid off employees among the participating Employers. In the event that this Staffing Committee is established the Employer agrees to participate in the regional process in order to accommodate, to the extent possible, the displaced employees. To that end, the Employer agrees to engage in the process in good faith and make all decisions fairly and reasonably.

This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

Theresa Bauer
DEL B
SMGATW

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC

[Signature]

MK:cbc/cope 491
29-Mar-16

APPENDIX “D”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: EMPLOYMENT EQUITY

Women’s Health Clinic and CUPE Local 2348 are committed to the concept of employment equity. The Women’s Health Clinic has adopted the following Equity Policy Statement which Local 2348 supports:

The Women’s Health Clinic is an equity organization based on the following beliefs:

- That building a more diversified organization will enhance the Clinic’s ability to respond to the changing health care needs of women in our community;
- That women’s state of health is influenced by cultural, social and economic factors, as well as by gender;
- That the incorporation of equity principles into its programs, policies and services is a broadening of the WHC’s vision of feminist health and community-based health services;
- That the Women’s Health Clinic is committed to ensuring that paid and unpaid staff, clients and Board of Directors reflect the diversity of women in Winnipeg;
- That Women’s Health Clinic is committed to achieving the widest possible access to the Clinic;
- That equity member groups, for the purposes of this document includes: Aboriginal women, visible/language minority women, women with disabilities and lesbian women.

The Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure Employment Equity and that the workplace is representative of the work force of the City of Winnipeg. Employment Equity is a strategy designed to ameliorate the present and residual effects of discrimination and to include under-represented persons in all aspects of employment opportunities.

It is expected that the Employment Equity Program will improve human resource planning and service delivery at the Clinic and will have positive benefits for all employees within the Clinic.

The objectives of the program are:

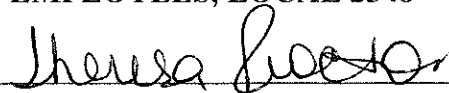

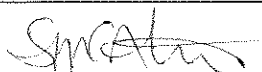
- (a) To ensure that current and future employment systems are non-discriminatory;
- (b) To enhance the equality of treatment of lesbians, Aboriginal women, visible and language minority women and women with disabilities;
- (c) To redress disparities, if any, in the Employer's present work force distribution; thus pursuing a work force composition which reflects work force availability of target group members in the City of Winnipeg;
- (d) To develop strategies to enhance the recruitment, appointment and retention of target group members;
- (e) To provide job accommodation to employees who experience employment barriers or employment disadvantages;
- (f) To prepare the organization for the increasing role target group members will play in the work force.

To this end, the Employer agrees to have open communication on matters regarding the development and progress of the Employment Equity Program. A Joint Employment Equity Committee, with equal representation from the Parties, shall be established to pursue the objectives of the Employment Equity Program. This Committee will make recommendations to the Board of Directors and Executive Director of the Women's Health Clinic.

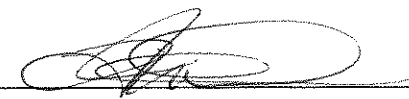
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



APPENDIX “E”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: GENERAL WAGE STANDARDIZATION FUND

The Parties recognize the importance of wage standardization for classifications performing the same duties.

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

Phase I

- May 1, 2003 = \$2,590,000 (includes 0.60% standardization increase for all - compounded)
- May 1, 2004 = \$1,230,000
- May 1, 2005 = \$1,230,000

Phase II

- April 1, 2006 = \$5,840,000 (total amount for utilization on a sectoral basis)*
- April 1, 2007 = \$5,840,000 (total amount for utilization on a sectoral basis)*
- March 31, 2008 = \$3,000,000 (total amount for utilization on a sectoral basis)
- March 31, 2009 = \$3,000,000 (total amount for utilization on a sectoral basis)

*Note: Standardization Funds identified in the previous collective agreement are included in sectoral value.

Principles:

- i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

% of total differential between existing salary rate and target salary rate to apply =

- May 1, 2003 = complete
- May 1, 2004 = 10.08%
- May 1, 2005 = 10.08%

Phase II

Salaries are to be increased in accordance with the following:

% of remaining differential between existing salary rate and target salary rate to apply =

- April 1, 2006 = 36.87%
- April 1, 2007 = 36.87%
- March 31, 2008 = 18.94%
- March 31, 2009 = 7.32%. The intent of the Wage Standardization process and monies, provided for in the Manitoba Health Care Support collective agreements, is to complete Wage Standardization across the support sector by March 31, 2009.

Note: Wage Standardization adjustments to be applied prior to economic wage increases.

ii) Phase I – Method for calculation of retroactive payment:

Payments for employees working in classifications receiving wage standardization adjustments should be calculated as follows:

- 1) Apply percentage referenced above to total differential.
- 2) Multiply result of one (1) above times number of eligible paid regular hours in the 12-month period.

Example: Percentage = 10.08%
 Total differential = \$1.50
 # Eligible Paid Regular Hours = 1000
Calculation = 10.08% x \$1.50 x 1000 = \$151.20

Retroactivity will apply only to employees on staff at date of ratification of the collective agreement and those who have retired prior to date of ratification in accordance with the terms and conditions of applicable Employer pension plan. Retired employees must apply in writing for retroactivity.

iii) a six (6) step salary scale will be established effective April 1, 2006:

<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
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Exclusions: Health Care Aide - Untrained
 Activity Aide - Uncertified
 Trades classifications
 Professional/Technical classifications
 Nursing classifications
 'No Match' classifications

iv) a three percent (3%) differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);

- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:
- (a) Placement onto newly established scale at nearest step affording an increase.
 - (b) Cannot result in placement on standard scale at a lower step than current step on scale.
 - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 2104 (Note: or applicable article number). Illustration of step placement provided in Example 2.
 - (d) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

Example 1

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5
	↓	↓	↓	↓	↓	↓
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 2104 of collective agreement. i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	
	↓	↓	↓	↓	↓	
					↘	
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5

Example 3

Current Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
	↓	↓	↓	↓	↓		↙
New Scale:	Start	Step 1	Step 2	Step 3	Step 4	Step 5	

- vi) Present Incumbent Only (PIO):
- (a) Where it has been determined that the salary of an employee is higher than that of the standard salary range, that employee will be treated as follows:

All employees employed on the date that the new salary range is implemented will continue to be paid on the current salary range and will continue to receive increment increases and negotiated economic wage increases while they remain in their current classification. This also applies to employees who apply for and receive another position within their classification or who bump into another position within their classification.

- (b) Where an Employer's maximum salary rate has been established as the target top of scale rate, the standard scale will be introduced for new hires. Existing salary scale will continue on a Present Incumbent Only (PIO) basis.

vii) Existing Red-Circled and Present Incumbent Only (PIO) Salaries:

Any positions or employees currently red-circled or PIO'd will be addressed in the following manner:


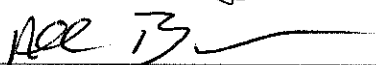
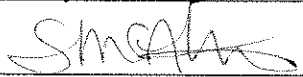
- (a) Red-circled and PIO rates/positions or employees where current maximum salary rate no longer equals or exceeds maximum rate of established standard salary scale (when implemented), will no longer be red-circled or PIO'd.
- (b) Red-circled and PIO rates/positions or employees where current maximum salary rate continues to be greater than or equal to the established standard salary scale (when implemented), will continue to be red-circled or PIO'd.
- (c) Where an employee resigns from a classification identified as red-circled or PIO'd and subsequently returns to the same classification, the employee will be placed on the standard salary scale in accordance with the collective agreement.

- viii) positions identified as unique (i.e., 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.
- ix) future salary increments to be processed in accordance with collective agreement Article 2104. (Note: or applicable article number).
- x) should standardization be achieved before the fund is fully expended, the Parties agree that the terms of the letter of agreement have been met.

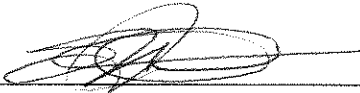
Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



MK:cbc/cope 491
29-Mar-16

APPENDIX "F"
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN'S HEALTH CLINIC

RE: WAGE ADJUSTMENTS – NURSING CLASSIFICATIONS

For the continued maintenance of wage standardization, and to ensure the salary scales of Nursing classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by the Manitoba Nurses' Union (MNU), application of current and future wage adjustment will be as follows:

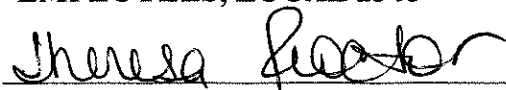
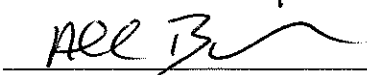
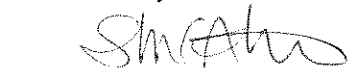
- 1. Classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the MNU central table collective agreement.**
- 2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the Parties, for the continued maintenance of wage standardization.**
- 3. Affected classifications:**

Local 2348/Women's Health Clinic

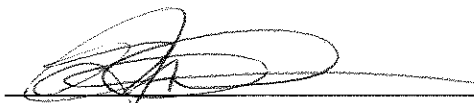
- Nurse II
- Nurse III
- Nurse Practitioner

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



APPENDIX “G”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: REPRESENTATIONAL ABORIGINAL WORK FORCE

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

- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the work force;
 - Facilitate constructive race and cultural relations.
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative work force.
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.

(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

Theresa Scott
Al B
SM

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC

[Signature]

MK:cbc/cope 491
29-Mar-16

APPENDIX "I"

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 2348

AND

WOMEN'S HEALTH CLINIC

**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI)
REBATE, TRAINING AND EDUCATION FUND**

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC). It will be the responsibility of the PHCC to establish Terms of Reference for the administration of the training and education fund including guidelines for the allocation and distribution of the monetary resources. It is understood that the fundamental purpose of the training and education fund is to assist employees in upgrading their skills and education to further their careers in health care and to enhance the availability of qualified employees within the provincial health care sector.

Signed this 20 day of April, 2016.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

Sheresa Ruocco
ALL B
SMC/ALW

**FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC**

[Signature]

APPENDIX “J”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

The Parties acknowledge that in order to support the delivery of effective patient/resident care, it is necessary to have an adequate supply of trained employees. The Parties acknowledge that availability of qualified employees may differ throughout the province and there may need to be consideration of unique regional challenges.

Therefore the Parties agree to establish a Provincial Facility Support Sector Advisory Committee with representation from the Employers and the Unions. Union representation shall be a maximum of six (6) Business Representatives or elected union officials. The Committee shall meet quarterly, the purpose of which will be:

- To identify classifications that are experiencing current or anticipated shortages of trained staff including, but not limited to, Health Care Aide, Sterile Processing Technician and Coding Technologist;
- To identify training requirements in order to address current or anticipated shortages;
- To recommend strategies to facilitate the availability and accessibility of training programs;
- To consider other systematic staffing issues that may be raised by Committee members;
- To present its findings and recommendations to the Regional Health Authorities of Manitoba (RHAM) prior to the expiration date of the collective agreement.



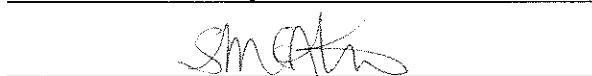
The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions’ ratification of the 2008 negotiated agreement.

The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.

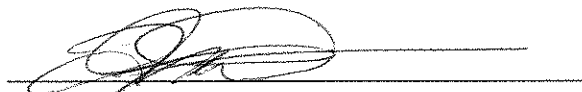
The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



MK:cbc/cope 491
29-Mar-16

APPENDIX "K"

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 2348

AND

WOMEN'S HEALTH CLINIC

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

During the term of the 2012 to 2017 Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this 20 day of April, 2016.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

Theresa Boer
Ale B
SMG

**FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC**

[Signature]

MK:cbc/cope 491
29-Mar-16

APPENDIX “L”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: WAGE ADJUSTMENT – PROFESSIONAL/TECHNICAL COMPONENT
CLASSIFICATIONS

For the continued maintenance of wage standardization, and to ensure the salary scales of Professional/Technical classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by the MAHCP, application of current and future wage adjustment will be as follows:

1. Effective April 1, 2008, and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the MAHCP central table collective agreement.
2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the parties, for the continued maintenance of wage standardization.
3. Affected classifications:

Standardization Group Number	Women’s Health Clinic Classification Title	MAHCP Comparable Classification
41	Dietician	Staff Dietician
42	Coordinator	Social Worker (BSW)
42	Health Educator	Social Worker (BSW)
42A	Mother’s Program Coordinator	Social Worker (BSW) (Same adjustment pattern)
43	Social Worker (Mental Health Practitioner)	Social Worker (MSW)

cont. on next page

cont.

**LOU RE: WAGE ADJUSTMENT – PROFESSIONAL/TECHNICAL COMPONENT
CLASSIFICATIONS**

Signed this 20 day of April, 2016.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

Shirsa Boudreau
Ale B
SM

**FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC**

[Signature]

MK:cbc/cope 491
29-Mar-16

APPENDIX "M"

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 2348

AND

WOMEN'S HEALTH CLINIC

**RE: MEDICAL LAB ASSISTANTS, BIRTH CENTRE ASSISTANTS,
PROGRAM ASSISTANTS, MEDICAL ASSISTANTS**

The Parties agree that the issue be referred to the Maintenance of Wage Standardization Committee for review. In applying the MWSC Terms of Reference, if the Committee determines that the Medical Assistants should be slotted into another classification group, such slotting and relevant wage increase will be retroactive to April 1, 2014.

Signed this 20 day of April, 2016.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

Sheresa Pucator
Del B
Singh

**FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC**

[Signature]

MK:cbc/cope 491
29-Mar-16

APPENDIX “N”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC

RE: ALTERNATE SHIFT LENGTHS – 10-HOUR SHIFTS

- 1. The Parties acknowledge that some employees at Women’s Health Clinic will, as an expectation of their employment and to meet program needs, work regularly scheduled shifts that are longer than “regular hours of work” as that term is defined in Article 22.01 (Regular Hours of Work).**
- 2. The Parties agree that, for such an employee, the term “normal work day” in Article 23.01 (Overtime Defined) will be interpreted as meaning the length of the regularly scheduled shift referred to in paragraph 1.**
- 3. Employees currently working shifts that are longer than “regular hours of work” will be expected to continue to do so. Employees hired after date of ratification who are hired with the understanding that working such shifts is an expectation of employment or employees who bid into jobs or changes in schedule that include shifts that vary from the “regular hours of work”, will also be expected to work such shifts as described in paragraph 1.**
- 4. Other employees not mentioned in 3 above will not be required or forced to work shifts that are longer than “regular hours of work” as defined in 22.01 but may do so if requested and they are agreeable to do so.**
- 5. The Parties agree to act fairly and reasonably in the implementation of the provisions of this letter of understanding.**
- 6. In all other respects, the rights of employees to be paid at overtime rates are unchanged.**

The Parties agree that all provisions of the Collective Agreement apply and for clarity the Parties also agree to the following:

Income Protection

Employees shall accumulate income protection as set out under Article 26 for every month an employee is employed. Income protection shall be paid for all hours scheduled.

Vacation



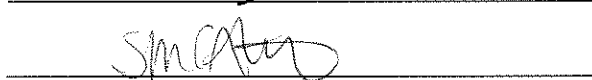
The amount of paid vacation that an employee receives under the ten (10) hour shift schedule shall correspond exactly in hours to the paid vacation on an eight (8) hour shift schedule.

Bereavement

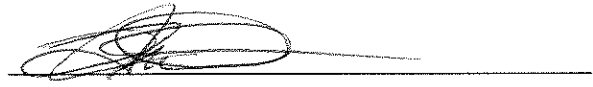
Subject to the provisions of the Collective Agreement, bereavement leave shall be paid for all hours scheduled.

Signed this 20 day of April, 2016.

**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**

**FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC**



MK:cbc/cope 491
29-Mar-16

APPENDIX "P"

LETTER OF UNDERSTANDING

BETWEEN

CUPE LOCAL 2348

AND


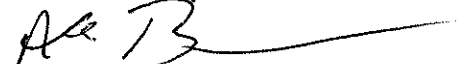

WOMEN'S HEALTH CLINIC

RE: GENERAL HOLIDAY PAY, ARTICLE 24.04

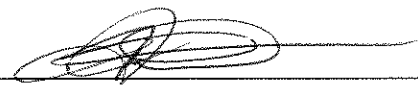
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1. Article 24.04 states: Part-time employees will be paid five percent (5%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay cheque.
 2. Employees have expressed concern that this method of pay results in lower pay during weeks with a general holiday. In the week of a holiday, they are missing a day of work (regular pay) and the 5% general holiday pay is calculated on a lower balance due to the missed shift.
 3. The parties agree to implement the practice of paying general holiday pay for each general holiday rather than on each pay deposit. Holiday pay shall be calculated by taking 5% of the average hours for the previous four week period immediately before the general holiday, and adding this to the pay period the holiday falls in.
 4. This change will become effective on the pay period ending September 26, 2105.
 5. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348


FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



**RE: EVENING PREMIUM ON SHIFTS WHERE AT LEAST FOUR (4) HOURS
ARE WORKED PAST 4 P.M.**

Signed this 20 day of April, 2016.

Shonda Hoover
AEE B
Smith



APPENDIX “R”
LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 2348
AND
WOMEN’S HEALTH CLINIC
RE: STAFF FUND

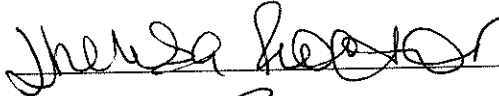
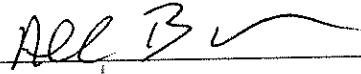
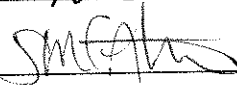
1. The Union acknowledges that by historic practice, Women’s Health Clinic (“WHC”) has deducted three dollars (\$3) per pay period from all permanent full-time and part-time employees with a minimum of .4 EFT (32 hours per pay period) and directed the funds to a “staff fund”, which has been utilized for staff wellness activities and other purposes beneficial to staff.
2. The parties agree that it is appropriate to formalize the process in order to authorize WHC to deduct the stated amount and provide direction as to the disposition of the funds.
3. The parties therefore agree that:
 - (a) WHC is authorized to deduct three dollars (\$3) per pay period from all permanent full-time and part-time employees with a minimum of .4 EFT (32 hours per pay period) and direct those funds as follows:
 - (i) three thousand dollars (\$3,000) will be allocated annually for use by the WHC Wellness Committee for the purposes set out below; and
 - (ii) the remainder of the funds collected will be used by WHC to offset the cost of coffee, tea and milk, which WHC will continue to make available to staff.
 - (b) WHC will support the creation and ongoing existence of a Wellness Committee comprised of not less than four (4) members of CUPE Local 2348 and one (1) WHC Manager. Two (2) members of CUPE Local 2348 (chosen by the members of the Wellness Committee) will act as co-chairs of the Wellness Committee.
 - (c) CUPE Local 2348 will decide how its members on the Wellness Committee will be chosen and how long they will serve. CUPE Local 2348 will also

ensure that the Committee has a sufficient number of Union employees to meet the minimum requirement in paragraph 3 (b).


- (d) The parties agree that the Wellness Committee has the authority to make decisions regarding the expenditure of funds from the Staff Fund, provided that:
- (i) such expenditures are made for activities and other uses that have as their purpose the health and well-being of WHC staff; and
 - (ii) the activities supported by the Wellness Committee do not interfere with WHC's ability to deliver programs and services.
- (e) Any contributing staff member who disagrees with any decision of the Wellness Committee may refer her concern to the Labour Management Committee. The Labour Management Committee will determine how to address the concern.

Signed this 20 day of April, 2016.

FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348

FOR THE EMPLOYER:
WOMEN'S HEALTH CLINIC



MK:cbc/cope 491
29-Mar-16