



Winnipeg Regional Health Authority Office régional de la santé de Winnipeg
Caring for Health *À l'écoute de notre santé*

WRHA - Community Team Managers

and

Winnipeg Association of Public Service Officers



COLLECTIVE AGREEMENT

Effective

April 06, 2014 to March 31, 2018

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THIS AGREEMENT made as of the 6th day of April, 2016 AD Between:

WINNIPEG REGIONAL HEALTH AUTHORITY
(The “Employer”)

and

THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS
(The “Association”)

COLLECTIVE AGREEMENT

PREAMBLE

WHEREAS, it is the desire of both parties to this Agreement to recognize a mutual obligation to provide the best possible quality of health care through the successful operation of the Health Care Organization; and to maintain harmonious relationships between the Employer and the members of the Association; and to recognize the value of joint discussion and negotiation in matters related to working conditions; and WHEREAS, the Employer and the Association have agreed to enter into a Collective Agreement containing terms and conditions of employment of the employees as herein set forth; NOW, THEREFORE, the Employer and the Association mutually covenant and agree as follows:

ARTICLE 1 – SCOPE OF RECOGNITION

1.01 The Employer recognizes the Association as sole bargaining agent for employees in the bargaining unit defined in the Manitoba Labour Board Certificate MLB-6721.

ARTICLE 2 – DURATION

2.01 This Collective Agreement shall be in full force and effective from **April 06, 2014** up to and including **March 31, 2018**. Absent express provision in the Collective Agreement, terms and conditions of employment set out within take effect upon ratification of the Collective Agreement.

2.02 Either party to this Collective Agreement desiring to terminate this Collective Agreement or renegotiate a new Agreement, shall give notice to the other party in writing at least ninety

(90) days prior to the expiration date of the Collective Agreement and present its proposals in writing at a meeting between the parties, within thirty (30) days following such notice. If notice is not given as above, the Collective Agreement shall be automatically renewed without change for a further period of one (1) year.

2.03 The provisions of this Agreement shall continue in effect following the expiry date until replaced by a new Agreement, or until the declaration of a strike or lockout, whichever occurs first.

2.04 Should any law now existing, or hereafter enacted or proclamation, regulation or edict invalidate any portion of this agreement, the entire Agreement shall not be invalidated and upon mutual Agreement reopen negotiations on the invalidated portion.
This Agreement may be amended during its term by mutual agreement.

ARTICLE 3 – DEFINITIONS

3.01 “Employee” means a person employed in a position in the bargaining unit.

3.02 Full-time Employee means an employee who is scheduled on a regular ongoing basis to work the regular hours described in Article 10 (Hours of Work).

3.03 Part-time Employee means an employee who regularly works less than the hours of work as set out in Article 10 (Hours of Work) on a scheduled and recurring basis.

3.04 Temporary Employee means an employee engaged for a fixed period of time or until completion of a particular project or special assignment. A temporary employee shall not be engaged for a period greater than twenty four (24) months unless mutually agreed by the Association and the Employer. (This provision shall not apply in situations where an employee is absent indefinitely due to Illness, Injury or WCB claim. In these cases, the maximum duration of such leave and the maximum duration of the term of employment to replace that employee shall be twenty-four (24) months. Such employee is covered by the terms of this Agreement).

For situations related to WCB and/or Illness and/or Accident and/or Maternity/Parental Leave, Compassionate Care Leave or where there is a term vacancy due to leave for public

office where a definitive expiry date cannot be specified, the Employer shall state on the job posting that the said term position will expire upon the return of the current incumbent to his position, subject to a minimum of forty-eight (48) hours notice. Any term positions directly resulting from the above procedure will be posted in the same manner.

- a) A temporary employee hired for a particular project or special assignment may be required to complete the term, project, or assignment for which she was engaged before being considered for another position within the bargaining unit.
- b) A temporary employee may not be eligible for transfer during her probationary period.
- c) A temporary employee shall have no rights in matters of demotion, layoff and recall.
- d) A temporary employee may be required to complete a further probationary period up to a maximum of three (3) months upon assuming another position in the bargaining unit or assuming a permanent full-time or part-time position.
- e) A term position will expire, prior to the posted expiry date, at the discretion of the Employer, upon four (4) weeks written notice to the employee occupying the term position.

- 3.05 Casual Employee means an employee who is called in occasionally by the Employer to:
- a) replace an absent full-time or part-time employee; or
 - b) to supplement regular staff coverage.

The terms of this Collective Agreement shall not apply to casual employees except as provided in article 21.

- 3.06 "Weekend" shall mean Saturday and Sunday.

- 3.07 "Bi-weekly period" as used herein shall mean the two (2) weeks constituting a pay period.

3.08 Wherever the feminine/masculine pronoun is used in this Agreement it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.

ARTICLE 4 – MANAGEMENT RIGHTS

4.01 Except as expressly provided in this agreement, the Employer has the authority and responsibility to manage, operate and generally regulate its facility, affairs and functions.

4.02 The Employer agrees to exercise its management rights and to administer the terms of this Agreement in a consistent, equitable and non-discriminatory manner.

ARTICLE 5 – ASSOCIATION SECURITY AND REPRESENTATION

5.01 The Employer agrees to deduct bi-weekly the current Association dues from the pay of each employee in the bargaining unit.

5.02 Such dues shall be forwarded by the Employer to the Association within thirty (30) days after the end of each month, together with a list of all employees from whom the deductions were made and details of all changes from the preceding month's deduction listing. If available, appropriate electronic copies of said information shall also be sent to the Association office.

The Employer may, at its discretion, choose to remit dues to the Association via an electronic funds transfer method.

5.03 The Association shall hold the Employer harmless with respect to all dues so deducted and remitted, and with respect to any liability which the Employer might incur as a result of such deduction.

5.04 The Association shall notify the Employer in writing as to the amount(s) of current Association dues, and such dues shall not be changed without one (1) month's prior notice, or more than once in any calendar year.

5.05 The Association agrees to provide the Employer with a current list of officers and authorized representatives once annually **or if there is a change between such annual provisions.**

- 5.06 Subject to at least two (2) or more weeks written notice of request, operational requirements and no additional cost to the Employer, leave of absence without loss of salary or benefits may be granted to Association Representatives for the purpose of attendance at Association meetings or seminars. It is understood that the Association will reimburse the Employer for salary, benefits and Manitoba Government payroll tax, if applicable.
- 5.07 Association activities other than those provided for in this Agreement shall not be conducted during the hour of duty of any employee.
- 5:08 (a) **a) For time spent with Employer representatives during negotiations of the Collective Agreement, the Association shall be allowed to have no more than two (2) employees present at each collective bargaining session on a time-off with pay basis.**
- b) Prior to the commencement of negotiations, the Association shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.**
- c) Subject to the mutual agreement of the parties, the total number of employees referred to in Section 5:08 (a) above may be increased provided any additional employees are on leave on a wage recovery basis in accordance with Article 5:06.**
- 5:08 (b) Prior to the commencement of negotiations, the Association shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- 5:08 (c) Subject to the mutual agreement of the parties, the total number of employees referred to in Section 5:08 (a) above may be increased provided any additional employees are on leave on a wage recovery basis in accordance with Article 5:06.

ARTICLE 6 – NON DISCRIMINATION

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

age, religion, race, colour, national origin, political or religious affiliation, sex, **gender identity, social disadvantage**, sexual orientation, marital status, place of residence, family relationships, mental physical handicap nor by reason of her/his membership or non-membership or activity in the Association, **Except as may be allowed under the Human Rights Code**

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

ARTICLE 7 – MANAGEMENT RELATIONS COMMITTEE

7.01 The Employer and the Association agree to maintain a Labour Management Committee with equal representation from both parties to a maximum of two (2) representatives each. This Committee shall meet quarterly at the request of either party, for the purpose of discussing matters of concern to either party. The parties shall co-chair this Committee and shall chair alternate meetings.

7.02 This Committee shall be advisory in nature and shall not substitute for staff meetings or normal lines of communication in effect in the Authority.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.01 Should a dispute arise between the Employer and an employee of the Association concerning the interpretation, application or alleged violation of this Agreement the following process shall apply:

8.02 The employee and her Community Area Director (CAD)/Program Director (PD) shall first attempt to resolve the dispute by means of discussion.

8.03 Within fourteen (14) days after the incident giving rise to the grievance (herein called the incident) becomes apparent, a written grievance shall be filed with the Community Area Directors (CAD)/Program Directors (PD) or her designate.

- 8.04 (a) Within seven (7) days after the grievance has been filed, the Community Area Director (CAD)/Program Director (PD) or her designate shall investigate the matter and reply in writing.
- 8.04 (b) Within twenty-eight (28) days after the incident became apparent, the unresolved grievance shall be submitted to the Vice President of Community Health Services or designate.
- Within seven (7) days after receiving the grievance, the Vice President of Community Health Services or designate shall investigate the matter, conducting a hearing upon request, and reply in writing.
- 8.04 (c) If the grievance is not resolved within thirty-five (35) days after the incident became apparent, it may be submitted for binding arbitration under Article 9 within the next ensuing fourteen (14) days.
- 8.05 All grievances shall be considered on their individual merits, and not dismissed by reason of any technicality. However, it is clearly understood that time limits established therein are for the sake of procedural orderliness and are to be adhered to. The time limits specified above may be extended by the mutual agreement of the parties as confirmed in writing.
- 8.06 An incident shall be deemed to have become apparent at the time when a reasonable person might reasonably have become aware of it under actual or reasonable circumstances.
- 8.07 Nothing contained in this Agreement shall preclude settlement of a dispute or grievance in any matter whatsoever by mutual agreement between the Association and the Employer.
- 8.08 Unless dismissed or suspended by the Employer, the employee shall continue to work in accordance with the Agreement until such time that the grievance is settled.
- 8.09 An employee may elect to be accompanied or represented by an Association representative at any stage of the Grievance/Arbitration procedure.

ARTICLE 9 – ARBITRATION PROCEDURE

- 9.01 If mutual agreement is not reached by both parties in choosing a single Arbitrator within ten (10) days from the time that the matter is referred to arbitration the Employer and the Association shall nominate their respective appointees to a three (3) person Arbitration Board.

- 9.02 Within fourteen (14) days, the appointees shall agree to a third member to act as Chairperson of the Arbitration Board.

- 9.03 If either party fails to nominate their appointee, or if they fail to agree to a chairperson, the Minister of Labour shall be requested to make such appointment.

- 9.04 The finding of the sole arbitrator, a majority of arbitrators, or the chairperson in the absence of a majority, shall be conclusive and binding upon all parties affected, but no such finding or award shall be inconsistent with the terms of this Agreement. If necessary, the arbitrator(s) may be requested to clarify the terms of such award.

- 9.05 Each party shall be responsible for the costs of its nominee and the costs of the sole arbitrator or chairperson shall be shared equally by the Employer and the Association.

ARTICLE 10 – HOURS OF WORK

- 10.01 Regular full-time hours of work shall be seven and three-quarter (7 3/4) consecutive hours per day, averaging seventy-seven and one-half (77 ½) hours per bi-weekly period.

- 10.02 Regular hours of work shall be deemed to:
 - a) Include a rest period of twenty (20) minutes during each continuous three hour period of duty. Rest periods can be taken at a time determined by the employee subject to operational requirements.

 - b) Exclude a meal period of at least thirty (30) minutes during each working day. Meal periods can be taken at a time determined by the employee subject to operational requirements.

ARTICLE 11 – OVERTIME

11.01 From time to time the responsibilities of management positions require that an individual work in excess of regular business hours. In lieu of payment for overtime, designated management positions are entitled to five (5) paid days discretionary leave per year (prorated for part time employees). Discretionary Leave will be prorated, based on start date in the first year of employment. Discretionary leave is to be utilized in the current year. Such leave may not be carried forward to the subsequent year and will not be eligible for payout upon termination.

11.02 The total annual salary paid to employees covered by the Agreement and five (5) days (prorated for part time) of compensatory time off granted each **fiscal year** shall be deemed compensation for all regular annual hours of work as defined by this Agreement and up to a maximum of one hundred and twenty (120) hours (prorated for part time) of overtime worked in each calendar year. In cases where employees work less than the equivalent of full time annual hours in the calendar year as defined by this agreement, the maximum overtime shall be prorated to the nearest number of full time months of service.

No additional compensation, monetary or otherwise, shall be required for the first one hundred and twenty (120) hours (prorated for part time) of overtime worked in any calendar year by any employee covered by this agreement.

The parties recognize that flexibility in hours of work is vital in managing health services.

Flex time is an alternative schedule used by staff which varies their work routine from normal working hours and is not included in overtime calculations. Employees require approval from a Director to Flex schedules.

Flex time should be utilized wherever possible as a first option.

To be eligible for overtime employees must obtain authorization prior to the start of any overtime work including the first one hundred and twenty (120) hours. All overtime hours must be logged by the employee and submitted to the employer on a monthly basis. Occasional overtime of less than fifteen (15) minutes in one day shall not be recorded or requested.

For each overtime hour worked in excess of 120 (one hundred and twenty) the employee shall be provided time off equivalent to one and one-half (1.50) times for each hour.

All banked hours not taken as time off shall be paid out at the end of the fiscal year.

ARTICLE 12 – ON-CALL

- 12.01 An employee who is designated by the Employer to be available on-call, shall be entitled to payment of one (1) hour's basic pay or equivalent time off as determined by the employee for each eight (8) hour period or pro rate payment for any portion thereafter.
- 12.02 To be eligible for on-call payment, an employee designated for on-call duty must be available during the period of on-call at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 12.03 An employee on-call who is called back to work shall have the hours credited as overtime in accordance with Article 11.02.
- 12.04 A call back is defined as a call which requires an employee to return for duty when designated by the Employer to be on-call. A call back shall conclude when all emergent work has been completed.

ARTICLE 13 – VACATIONS

- 13.01 For the purpose of this Agreement, a vacation year is the period beginning on April 1 and ending on March 31 of the next year.
- Vacation earned in any vacation year is taken in the following year unless otherwise mutually agreed between the employee and the Employer.
- 13.02 Employees shall be entitled to paid vacation, calculated on the basis of vacation earned at the following rates:
- Fifteen (15) working days per year commencing in first (1st) year of employment
 - Twenty (20) working days per year commencing in fourth (4th) year of employment
 - Twenty-five (25) working days per year commencing in eleventh (11th) year of employment
 - Thirty (30) working days per year commencing in twenty-first (21st) year of employment

An employee who has not completed one (1) year's continuous employment as at March 31st shall be granted a pro-rata vacation.

- 13.03 In recognition of length of service, each Community Team Manager shall receive an additional five (5) days of vacation on completion of twenty (20) years of continuous service, and on each subsequent fifth (5th) anniversary of employment (i.e. 25th, 30th, 35th, 40th, etcetera). Such days shall be taken during the vacation year in which the 20th or subsequent 5th anniversary occurs.
- 13.04 For the purposes of determining the rate at which vacation entitlement is earned, the term of continuous service of an employee will be deemed to include:
- (a) any periods when an employee is receiving income protection benefits, is on paid vacation, is on paid leave of absence, is on unpaid leave of absence related to illness or disability of up to two (2) years
 - (b) periods of up to two (2) years when an employee may be in receipt of Workers Compensation, after expiry of her/his income protection credits
 - (c) any period of unpaid leave of absence of up to four (4) weeks
 - (d) any period of layoff of less than twenty-six (26) weeks
 - (e) educational leave of up to two (2) years
 - (f) any period of parenting leave.
- 13.05 Notwithstanding the above vacation provision any employee currently receiving more favorable vacation shall not have their vacation entitlement reduced.

ARTICLE 14 – RECOGNIZED HOLIDAYS

- 14.01 A day off with pay shall be granted to every full time employee on or for each of the following general holidays:

New Year's Day (January 1st), Louis Riel Day (la journee Louis Riel), Good Friday, Easter Monday, Victoria Day, Canada Day (July 1st), the first Monday in August, Labour Day, Thanksgiving Day, Remembrance Day (November 11th), Christmas Day (December 25th),

and Boxing Day (December 26th); and any other statutory holidays declared by federal or provincial authority.

An employee scheduled and required to work on any general holiday shall be paid one and one-half (1 1/2x) times her basic rate for regular daily hours. In addition a full time employee shall be granted a compensating paid day of rest within thirty (30) days before or after the holiday. If a compensating day is offered to, but by mutual agreement, not taken by an employee, then that employee shall receive an additional day's pay at the basic rate in lieu thereof.

ARTICLE 15 – INCOME PROTECTION

15.01 An employee who is absent due to illness or injury which is not eligible for compensation by either the Workers' Compensation Board subject to 15.13.A or by Manitoba Public Insurance (MPI) as a result of a motor vehicle accident subject to 15.13.B, shall be paid her regular basic salary to the extent that she has accumulated income protection credits. The Employer reserves the right to verify that a claim for income protection is not made with respect to an injury for which lost earnings are compensated by Manitoba Public Insurance.

15.02 A full-time employee shall accumulate income protection credits at the rate of one and one-1/4) days per month. Of each day and a quarter of income protection credits earned, one day* shall be reserved exclusively for the employee's personal use as specified in this Collective Agreement. The remaining one quarter of a day* shall be reserved for either the employee's use or for use in the event of family illness as specified in 15.05. 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".

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

- 15.04 Subject to the provisions of Article 15.02, an employee may use income protection for the purpose of providing care in the event of an illness of a spouse, child, parent, mother-in-law, or father-in-law, **or child residing with the employee for whom the employee is the legal guardian.**
- 15.05 An employee who will be absent due to illness or injury must make every effort to inform her supervisor prior to her scheduled shift. An employee returning to work following an absence of one (1) week or more shall provide a minimum of 48 hours notice, or less if mutually agreeable, prior to returning to work.
- 15.06 The Employer reserves the right to require a medical certificate or report to determine an employee's fitness to perform her normal duties or to determine eligibility for income protection benefits. Such certificate shall not be required without cause for an absence of less than three (3) working days.
- 15.07 Employees shall make every effort to attend to appointments outside of regular working hours. If they are unable to the following shall apply:
- Upon sufficient notification to the Employer, and providing such time off does not unduly disrupt the departmental operations, employees shall be allowed necessary time off with pay to attend appointments with a doctor, dentist, chiropractor, physiotherapist, or other recognized medical therapist recommended by a physician. The time utilized for such appointments shall be deducted from accumulated income protection to the nearest one-quarter (1/4) hour. When non-local resources are utilized, a maximum of one (1) day may be claimed from income protection.
- 15.08 If hospitalized due to accident or illness while on scheduled vacation, an employee may utilize income protection credits to cover the hospitalization and/or post hospitalization period, and the displaced vacation shall be rescheduled. Proof of such hospitalization shall be provided if requested.
- 15.09 The Employer will provide each employee with a statement of accumulated income protection credits upon request.

- 15.10 Part-time employees shall accumulate income protection credits on a pro rata basis.
- 15.11 An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.
- 15.12 An employee may utilize up to five (5) days income protection credits before or after the Employment Insurance Maternity Benefit period. This clause is only applicable to an employee who has completed six (6) months continuous employment with the Employer and who does not meet the requirements of Clause 16.06 (03) a.
- 15.13 An employee, other than a probationary employee, shall be entitled to utilize up to five (5) days income protection credits before they are earned. The Employer will recover from a terminating employee all paid sick leave granted but not earned.
- 15.14 Income protection will continue to accrue during a paid leave of absence, or an unpaid leave of absence of four (4) weeks or less. For unpaid leaves of absence that exceed four (4) weeks, income protection credits shall be retained but shall not accrue for that period of time that exceeds four (4) weeks.

ARTICLE 16 – LEAVE OF ABSENCE

- 16.01 Bereavement leave of up to four (4) working days without loss of pay shall be granted in the event of the death of a spouse, live-in partner, child, step-child, parent, step-parent, sibling, step-sibling, father-in-law, mother-in-law, grandparent, grandparent-in-law, grandchild, brother-in-law, sister-in-law, daughter-in-law, son-in-law, former legal guardian, fiancé and any other relative who resides in the same household.

Unless other arrangements have been made, such days may be taken only in the period which extends from the date of notification of death up to and including the day following funeral proceedings.

One (1) bereavement leave day may be retained for use in the case where actual interment or cremation is at a later date.

Additional bereavement leave may be granted where travel is required, or in exceptional circumstances.

16.02 (a) Necessary time off up to one (1) day without loss of pay shall be granted an employee to attend a funeral as a pallbearer.

(b) Subject to operational requirements, every reasonable effort shall be made to grant leave of absence without loss of pay of up to one (1) day to an employee to attend a funeral as a mourner. Such day shall be limited to the day of the funeral.

16.03 Except in emergencies, all requests for unpaid leave of absence shall be made in writing, stating the reasons and the expected duration of the leave, and submitted to the Employer at least four (4) weeks in advance. Such requests will be considered on their individual merits, but shall not be unreasonably denied. Except under extenuating circumstances, failure to return to duty as scheduled following a leave of absence, without authorization, will be deemed to constitute a voluntary resignation.

16.04 An employee required to appear for jury duty or subpoenaed as a witness in a court of law on work related matters, shall receive a leave of absence at her regular basic rate of pay, and remit to the Employer any jury or witness fees received only for those days she was normally scheduled to work. The employee shall not be required to remit any reimbursement of expenses for such duty.

16.05 Parenting Leave consists of Maternity and Parental Leave. Parental Leave includes Paternity and Adoptive Leave.

16.06 **Maternity Leave**

(01) An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

The Employer may require an employee to commence Maternity Leave if the state of her health is incompatible with the requirements of her job, and such time shall be in addition to the leave she is otherwise entitled to under this article.

Plan A:

In order to qualify for Plan A, 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 A 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.

(02) An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of:

- a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Clause 16.07(01) (c), or
- b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 16.07(01) (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
- c) The Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Department Head.

(03) a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the employment Insurance waiting period. These ten (10) days shall be pro-rated for part-time employees based on their equivalent to full-time status.

- b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow re accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer

for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

Plan B:

(04) In order to qualify for Plan B, a pregnant employee must:

- a) have completed six (6) continuous months of employment with the Employer if she is a full-time employee, and seven (7) continuous months of employment with the Employer if she is a part-time employee;
- 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 CEIC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the Employment Insurance Act.

(05) 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 on a full-time basis 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 she would have otherwise worked in the higher EFT position during the six (6) month period, 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.

- (06) 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 mentioned in Clause 16.07(04) c), or
 - b) a period of seventeen weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Clause 16.07(04) c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - c) the Employer shall vary the length of Maternity Leave upon proper certification by the attending physician or recommendation by the Department Head;
- (07) During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance as follows:
- a) for the first two (2) weeks an employee shall receive 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 93% of her weekly rate of pay;
 - c) it is understood that the amount of the payment made by the Employer under a) and b) above shall not, when combined with the EI benefit, and any other earnings received by the employee, exceed 93% of the employee's normal weekly earnings.
 - d) all other time as may be provided under 16.07(06) shall be on a leave without pay basis.
- (08) Plan B does not apply to temporary employees or employees who normally are subject to seasonal layoff.
- (09) 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.
- (10) Sections 36(1) through 36(11) inclusive of the Employment Standards Act respecting Maternity Leave shall apply "mutatis mutandis".....

Parental Leave

- (11) In order to qualify for Parental Leave, an employee must:
- a) be the natural mother of a child; or
 - b) be the natural father of a child or must assume actual care and custody of his newborn child; or
 - c) adopt a child under the law of the province.
- (12) An employee who qualifies under 16.07(11) must:
- a) have completed six (6) continuous months of employment; and
 - b) except in the case of Adoption Leave, in accordance with 16.07(11) c), submit to the Employer an application in writing for Parental Leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.
 - c) in the case of Adoption Leave in accordance with 16.07(11) c), the employee shall notify the Employer when the application to adopt has been approved and shall keep the Employer informed as to the progress of the application. The employee shall be entitled to commence adoption leave upon being notified by the agency involved that a child is available for placement.
- (13) An employee who qualifies in accordance with 16.07(11) and 16.07(12) is entitled to Parental Leave without pay for a continuous period of up to thirty-seven (37) weeks. In no case, however, shall any employee be absent on Maternity Leave plus Parental Leave exceeding fifty-four (54) consecutive weeks.

Where Maternity and/or Parental Leave exceeds seventeen (17) weeks, the employee may elect to carry over to the next vacation year, up to five (5) days of current annual vacation. The balance of the current annual vacation will be paid out at a time immediately following the period during which EI benefits were payable (even if this period extends into the following vacation year). Any vacation earned up to the time of the commencement of leave in accordance with Article 13 will be retained and will be available to be taken in the following year.

- (14) Subject to 16.06 (15), Parental Leave must commence no later than the first anniversary date of birth or adoption of the child or of the date on which the child comes into actual care and custody of the employee.
- (15) Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on the expiry of the Maternity Leave without a return to work unless otherwise approved by the Employer.

16.07 Paternity Leave - a male employee shall be entitled to one day's leave of absence with pay within seven (7) days of the birth or adoption of his child.

16.08 An employee may end maternity or parental leave earlier than the expiry date of the leave by giving the Employer written notice at least two (2) weeks before the day the employee wants to end the leave.

16.09 Upon written request, the Employer shall allow leave of absence of up to two (2) months without pay and without loss of seniority so that an employee may be a candidate in a federal, provincial or municipal election.
An employee who is elected to public office shall be granted leave of absence without pay for the term of her office.

16.10 **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 (2) periods of leave, totaling 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 parent of the employee's spouse or common-law partner;
 - (iv) A brother, sister, step-brother, step-sister, uncle, aunt, nephew, niece, grandchild or grandparent of the employee or of the employee's spouse or common-law partner;
 - (v) A current or former foster parent of the employee or of the employee's spouse or common-law partner;
 - (vi) A current or former foster child, ward or guardian of the employee, or of the employee's spouse or common-law partner;
 - (vii) The spouse or common-law partner of a person mentioned in any of the clauses (iii), (iv) (v) and (vi);
 - (viii) Any other person whom the employee considers to be like a close relative, whether or not they are related by blood, adoption, marriage or common-law relationship.

- (f) Unless otherwise mutually agreed an employee may end her/his compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours notice. Any additional available shifts resulting from Compassionate Care Leave being granted shall be subject to forty-eight (48) hours notice of cancellation.
- g) Subject to the provisions of Article 15.02 the employee may apply to utilize income protection credits to cover part or all of the two (2) weeks Employment Insurance waiting period.
- h) 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 16.02.

ARTICLE 17 – NOTICE OF TERMINATION OF EMPLOYMENT

- 17.01 Employment may be terminated voluntarily by an employee, or for just cause by the Employer, subject to six (6) weeks of written notice, exclusive of any vacation due.
- 17.02 Employment may be terminated with less notice or without notice:
 - (a) by mutual agreement between the employee and the Employer for special circumstances, or
 - (b) during the probationary period of a newly hired employee subject to Article 19 herein, or
 - (c) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.
- 17.03 The Employer may give equivalent basic pay in lieu of notice.
- 17.04 Subject to other provisions contained in this Agreement relative to termination of employment, each employee shall, unless otherwise mutually agreed, upon termination of her/his employment and within **ten (10)** office working days following the completion of her/his last working day receive pay in lieu of unused vacation, other benefits and all salary earned to date of termination.

ARTICLE 18 – PROBATIONARY PERIOD

18.01 “Probationary Period” – The period from the date of hire to the completion of six (6) months of employment for full time and part-time employees.

The Employer may extend the probationary period of a full-time or part-time employee up to an additional three (3) calendar months, provided that the Employer gives written notification to the employee, with a copy to the Association, specifying the reason for the extension.

The time frames of employment referenced above will automatically be extended to adjust for any period of time that the employee is on compensation for loss of wages paid by the Workers Compensation Board, Manitoba Public Insurance, Disability & Rehabilitation, or on any unpaid leave of absence.

ARTICLE 19 – VACANCIES, TERM POSITIONS AND NEW POSITIONS

19.01 All vacancies which fall within the scope of this Agreement shall be posted for at least seven (7) calendar days.

19.02 The selection of employees for vacant, term or new positions shall be on the basis of qualifications, ability and prior work performance. Where qualifications, ability and prior work performance are relatively equal, length of employment shall be a factor in the selection.

19.03 **a) Job sharing is an alternative work arrangement whereby duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more permanent, qualified, employees on a part-time basis.**

b) Job sharing positions are employee initiated and may be requested by any full-time permanent employee who has completed the probationary period. Requests to job share shall be considered by the Employer and may be approved by the Employer subject to operational considerations. Job sharing arrangement may be on a term basis.

ARTICLE 20 - SPECIAL UNDERSTANDING RE: PART-TIME EMPLOYEES

- 20.01 Part-time employees shall be covered by all provisions of this Agreement, unless otherwise specified, and will receive a pro-rata share of salary, annual vacations, income protection credits and pre-retirement leave.
- 20.02 Part-time employees will be paid four point two five (4.25) percent of their basic pay in lieu of time off on general holidays or alternative time off. Such holiday pay shall be included on each regular pay cheque, and is in addition to payment for time worked on a general holiday.
- 20.03 Unless otherwise mutually agreed between the Employer and the employee, part-time employees shall receive their entitled vacation over a period of time equivalent to the vacation period of a full-time employee.
- 20.04 Part-time employees who make it known to the Employer, in writing, that they are willing to work occasional additional shifts shall be given preference of such shifts over casual employees. However, such shifts shall not be construed as a change of shift or a callback provided that the part-time employee has worked less than the hours of work outlined in Article 10 (Hours of Work).

ARTICLE 21 – SPECIAL UNDERSTANDING RE: CASUAL EMPLOYEES

- 21.01 The terms of this Collective Agreement shall not apply to casual employees except as provided below.
- a) Casual employees shall receive vacation pay calculated at the rate of six percent (6%) of hours worked in any given bi-weekly period.
 - b) Casual employees shall be paid not less than the start rate or more than the end rate of the position to which they are assigned.
 - c) Casual employees required to work on a recognized holiday, including Remembrance Day, shall be paid at the rate of time and one half (1.5X) their basic rate of pay.
 - d) Casual employees shall receive one and one-half times (1½x) their basic rate of pay for all hours worked in excess of regular hours established under the article 10 (Hours of work) in any one (1) day.
 - e) Casual employees are not guaranteed any specific number of hours of work. The provisions of the hours of work article respecting meal periods and rest periods shall apply to casual employees. In the event that no wage payment is made during any pay

period, the Employer shall have no responsibility to deduct or submit dues for that pay period.

- f) The Employer agrees to deduct Association dues from casual employees in accordance with Article 5 (Association Security and Representation).
- g) A casual employee reporting for work as requested by the Employer and finding no work available shall be granted three (3) hours pay at her basic rate of pay.
- h) Articles 8 and 9, Grievance and Arbitration contained in the Collective Agreement apply to casual employees only in respect to matters of this Article.
- i) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- j) Casual employees shall receive increments on the basis of one (1) increment upon completion of the full-time equivalent hours, in accordance with Appendix "B". Such increment shall be applied on the first day of the first pay period following completion of the full-time equivalent hours.

ARTICLE 22 – STRIKE OR LOCKOUT

22.01 The Association agrees that during the life of this Agreement there shall be no strike and the Employer agrees that for the duration of the Agreement there shall be no lockout.

ARTICLE 23 – REDUCTION IN STAFFING LEVELS

23.01 a) In the event of a layoff, employees other than probationary and temporary employees shall receive notice or pay in lieu of such as follows:

- i) two (2) weeks notice for layoff of up to eight (8) weeks;
- ii) for a layoff of eight (8) or more weeks, notice would be based on one (1) week per year of service, with a minimum of two (2) weeks notice and a maximum of eight (8) weeks.

b) A lay-off shall be any reduction in the work force or any permanent reduction of an employee's normal hours of work due to lack of work.

23.02 In the event of the deletion of an occupied position, as much notice as possible shall be given to the incumbent with a minimum notice of four (4) weeks.

- 23.03 To qualify for recall, it shall be the responsibility of the employee to keep the Employer informed in writing of her current address and phone number.
- 23.04 Employees on layoff are to be recalled in order of seniority to available positions in equal or lower paid occupational classifications, subject to their being qualified and competent to perform the required work. Recall shall be exercised before a new employee is hired.
- 23.05 Such recall shall be made by registered mail, and shall provide for two (2) weeks notice to report back to work. The employee is required to contact the Employer within one (1) week of such notice, confirming her intention to return to work as scheduled. An employee who declines to return to a position comparable to that held prior to layoff, without reasonable cause, shall be considered terminated.
- 23.06 The Employer agrees to notify the Association at least ninety (90) days in advance, unless mutually agreed otherwise, of all matters which significantly affect the security of employment.

ARTICLE 24 - CIVIL LIABILITY

- 24.01 The Employer agrees to continue to provide liability coverage equivalent or comparable to the coverage currently provided to employees through HIROC.

ARTICLE 25 – PRE-RETIREMENT LEAVE

- 25.01 A full-time employee who retires at or after age fifty-five (55) with ten (10) or more years of service, or at any time due to permanent disability or where the sum of the employee's years of age and length of continuous employment total eighty (80) or more ("Magic 80"), shall be granted four (4) days of paid pre-retirement leave per year of service or portion thereof.
- 25.02 Employees who have worked on a part-time basis during their employment with the Employer shall receive a pro-rata portion of pre-retirement leave based on their actual hours worked as compared to those of a full-time employee.

- 25.03 Calculation of pre-retirement leave shall begin from the date of the employee's last commencing employment with the Employer and shall be based on the employee's total length of continuous employment as at the date of retirement.
- 25.04 Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date is reached.

Where the employee chooses to take a lump sum payment, the last day worked shall be considered the retirement day and benefits shall cease on that day.

Where the employee chooses to take pre-retirement leave as a continuation of salary until the scheduled retirement date, all benefits shall continue until that date.

- 25.05 As established under the Civil Service Superannuation Plan, former civil service employees may carry-over vacation credits to retirement in accordance with following:
- a) Commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to fifty (50) days of vacation credits provided that a maximum of one year's vacation credits are carried forward from one vacation year to the next.
 - b) An employee may only bank a maximum of fifty (50) vacation days.
 - c) An employee must provide in writing his or her intended retirement date at the time she/he commences banking vacation credits for this purpose.

ARTICLE 26 – BENEFITS

26:01 All employees, other than those referenced in 26:03, below shall participate in the jointly trusted Health Employees Pension Plan and the Health Employees Benefit Plan (HEPP HEBP) in accordance with the provisions of these plans. Current plan details and claim forms can be reviewed and downloaded at:

<http://www.hebmanitoba.ca/>

26:02 HEBP – Disability and Rehabilitation Plan

- a) The Employer shall continue to participate in the HEBP Jointly Trusted Disability and Rehabilitation plan.**

- b) **The Employer will contribute to a maximum of two point three percent (2.3%) of base salary to fund the HEBP Disability and Rehabilitation Plan.**
- c) **The parties agree that income protection (sick leave) will be used to offset the elimination period. Once the elimination period has been exhausted, the eligible employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.**
- d) **It is understood that the elimination period for the Disability & Rehabilitation Plan is one hundred and nineteen (119) days. An employee may claim income protection benefits for a period of time not to exceed this elimination period and payment of accrued income protection within the elimination period represents the maximum amount of income protection available to the employee regardless of the dispensation of the D & R application or the status to the D & R application on the 120th calendar day. An employee may not utilize income protection contiguous to the date of termination of D & R coverage.**

26:03

All Civil Service employees transitioned to the WRHA prior to April 1, 1999, will remain in the Government of Manitoba benefit plans consistent with those in place in the civil service at the time of the employee's transition to the WRHA. These benefit plans include the Dental Plan, Long Term Disability Plan, Ambulance and Hospital Semi-Private Plan(AHSP), Group Extended Health Plan, Group Life Insurance Plan, Pension Plan, and the Vision Care Plan, and these employees will be "grandparented" to those plans for the duration of their employment.

All future changes to Benefit Plans negotiated in the Civil Service shall be applicable to the WAPSO members who are "grandparented" to these plans.

**Current plan details and claim forms can be reviewed and downloaded at:
<http://www.gov.mb.ca/finance/labour/blue.html>**

ARTICLE 27 – ANNUAL SALARY INCREMENTS

- 27:01 a) **Salaries shall be paid to full-time and part-time employees in accordance with the salary Schedule which is attached to and forms part of this Collective Agreement.**
- b) **An employee's anniversary date for incremental purposes shall be the date on which she last commenced employment with the Employer, except as per Article 10:03 (c).**

- c) **Increments will not be delayed due to a paid leave of absence, or an unpaid leave of absence, of four (4) weeks or less. An employee's anniversary date for increment purposes shall be delayed by one (1) day for each day of unpaid leave of absence in excess of four (4) weeks.**

- d) **Salaries shall be quoted in terms of gross hourly rates, gross bi-weekly rates and equivalent gross annual rates. Annual rates = gross hourly rates x 2015. Bi-weekly rates = gross hourly rates x 77.5 hours.**

- e) **Casual employees receive increments upon obtainment of full time equivalent hours. If an employee changes his/her status to or from casual the calculation of hours for increments is zeroed.**

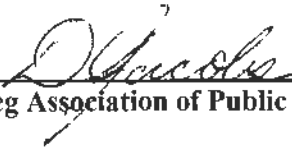
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.



The Winnipeg Regional Health Authority



The Winnipeg Regional Health Authority



The Winnipeg Association of Public Service Officers



The Winnipeg Association of Public Service Officers

**MEMORANDUM OF AGREEMENT
AND
LETTER OF UNDERSTANDING
BETWEEN
THE WINNIPEG REGIONAL HEALTH AUTHORITY
AND
THE WINNIPEG ASSOCIATION OF PUBLIC SERVICE OFFICERS**

MEMORANDUM OF AGREEMENT #1

Between
Winnipeg Regional Health Authority
and
Winnipeg Association of Public Service Officers


Re: Civil Service Pension Plan (CSSB) – Vacation Carry-Over for CSSB Pension Plan Purposes

Applicable to former Civil Service Employees only.

Effective _____, 2009, as established under the Civil Service Superannuation Plan, former Civil Service employees may carry-over vacation credits to retirement in accordance with the following:

- (a) An employee must provide in writing his or her intended retirement date at the time she/he commences banking vacation credits for this purpose.
- (b) Commencing up to four (4) years prior to the employee's retirement date, an employee may bank up to fifty (50) days of vacation credits provided that up to a maximum of one year's vacation credits are carried forward from one vacation year to the next.
- (c) An employee may only bank a maximum of fifty (50) vacation days.

Entered in to this *18th* day of *August*, 2016



The Winnipeg Regional Health Authority



The Winnipeg Association of Public Service Officers

LETTER OF UNDERSTANDING

Between

Winnipeg Regional Health Authority

and

Winnipeg Association of Public Service Officers

Re: WORKLOAD

The parties agree that the Labour Management Committee will meet within sixty (60) days of ratification to the Collective Agreement and that the topic of workload, work-life balance, and Management supports is an appropriate matter for discussion.



The Winnipeg Regional Health Authority



The Winnipeg Association of Public Service Officers

August 18, 2016

Date

LETTER OF UNDERSTANDING (#2)

Between
Winnipeg Regional Health Authority
and
Winnipeg Association of Public Service Officers

Re: HEPP COLA

The Parties have reached agreement concerning the establishment of a HEPP COLA Fund in accordance with the following:

1. COLA Fund - A "COLA" Fund(s) – will be established – effective Apr 1/14.
2. Dedicated COLA Monies - The monies contributed to the "COLA" Fund(s) will be "dedicated" monies - for the specific purpose – of providing ad hoc COLA adjustments to HEPP Retirees.
3. Equal Contributions - The "COLA" Fund(s) – will be funded by equal contributions from Employers and Employees.
4. Funding: - Effective the following dates – COLA contributions - in the amounts per year - listed following – from each of the Employer(s) and Employee(s) - shall apply.
 1. Employer: Apr 1/14 = 0.80% - of regular pensionable earnings – to increase effective Apr 1/15 = 1.00% - of regular pensionable earnings.
 2. Employee: Apr 1/14 = 0.80% - of regular pensionable earnings – to increase effective Apr 1/15 = 1.00% - of regular pensionable earnings.
 - All contributions - to the Fund(s) shall be allocated using a method that is in compliance with applicable legislation, the HEPP Plan Text and HEPP Trust Agreement.
 - It is understood and agreed that these contributions shall continue at the specified rates notwithstanding the realization of any surplus funds in any HEPP account unless otherwise agreed by the Plan Settlers
5. COLA Funds - The COLA monies shall be reserved solely for the creation of 2-distinct and dedicated COLA Funds with specific allocation as follows:

HEPP COLA Fund # 1 - effective Apr 1/14 - for Employees who retire on or after Oct 1/09 - shall have an allocation of 0.80% - and - effective Apr 1/15 shall have an allocation of 0.90% - of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Active Employees Fund").

HEPP COLA Fund # 2 - effective Apr 1/15 - for Employees who retired on or before Sept 30/09 shall have an allocation of 0.10% of regular pensionable earnings from each active Employee and each participating Employer, (hereinafter referred to as the "Past Retirees Fund").

6. Segregated Fund(s) - it is the intent of the Parties to establish segregated COLA Fund(s), accordingly:

It is understood that statutory exemption may be required to establish the COLA Funds as intended and the Plan Settlers agree to make joint application to the Province of Manitoba to seek changes and or exemptions as may be required.

The Plan Settlers also agree to make all reasonable efforts to address and resolve any additional statutory or regulatory issues that may pose a barrier to establishing the COLA Fund(s) as intended - including whether the Plan's status as a specified multi-Employer Pension Plan (SMEPP) is affected and in need of any changes as a result of additional contributions to the COLA Fund(s).

7. There shall not be any transfer or allocation of monies from the Active Employees Fund to the Past Retirees Fund without the express agreement of the Plan Settlers.
8. Surplus monies from the Past Retirees Fund may be transferred to the Active Employees Fund at the discretion of the Plan Trustees.
9. Contributions to the Past Retirees Fund shall continue as long as required to pay benefits to eligible pensioners. Thereafter, the contributions dedicated to the Past Retirees Fund shall be allocated to the Active Employees Fund.
10. COLA Payment - Earliest Start Date - Apr 1/18.
Maximum = 2/3 CPI-Canada per year.
Ad hoc - as Fund will allow.
11. Implementation Committee - immediately following conclusion of collective bargaining:
- An Implementation Committee shall be formed consisting of Employer Settlers, Union Settlers and HEPP Administration.
 - The role of the Implementation Committee shall be to discuss, research and develop a model for the implementation of COLA as per the principles set out in this Agreement.
 - It is understood that that the Committee may be required to seek legal and/or actuarial advice in doing their work.
 - Following completion of their work - the Committee will make recommendations to the HEPP Board of Trustees for their consideration and implementation.

Appendix "A"

SCHEDULE A

April 1, 2014 - 1.5%

April 1, 2015 - 1.5%

April 1, 2016 - 2%

April 1, 2017 - 2%

A market adjustment of 1.5% on April 1, 2016 and of 1.5% on April 1, 2017.

Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of signing of this Agreement shall apply to:

- a) Employees who are in the employ of the WRHA on the date of signing of this Agreement;**
- b) Employees who have retired or have died during the above mentioned period;**
- c) Employees who have been permanently laid off during the above mentioned period;**
- d) Term Employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed;**
- e) Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated (resigned). At the same time it is paid to current employees.**

APPENDIX B
Salaries

Effective: April 1, 2014

General Increase 1.5%

Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20
Community Team Managers	2015	Hourly	39.737	41.127	42.567	44.056	45.599	47.194	48.374	49.342
		Monthly	6,672.51	6,905.91	7,147.71	7,397.74	7,656.83	7,924.66	8,122.80	8,285.34
		Annual	80,070.06	82,870.91	85,772.51	88,772.84	91,881.99	95,095.91	97,473.61	99,424.13

Effective: April 1, 2015

General Increase 1.5%

Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20
Community Team Managers	2015	Hourly	40.333	41.744	43.206	44.717	46.283	47.902	49.099	50.082
		Monthly	6,772.58	7,009.51	7,255.01	7,508.73	7,771.69	8,043.54	8,244.54	8,409.60
		Annual	81,271.00	84,114.16	87,060.09	90,104.76	93,260.25	96,522.53	98,934.49	100,915.23

Effective: April 1, 2016

General Increase 2.0% (Market Adjustment 1.50%)

Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20
Community Team Managers	2015	Hourly	41.745	43.205	44.718	46.282	47.903	49.579	50.818	51.835
		Monthly	7,009.68	7,254.84	7,508.90	7,771.52	8,043.71	8,325.14	8,533.19	8,703.96
		Annual	84,116.18	87,058.08	90,106.77	93,258.23	96,524.55	99,901.69	102,398.27	104,447.53

Effective: April 1, 2017

General Increase 2.0% (Market Adjustment 1.50%)

Employer Classification	Annual Hours		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Year 20
Community Team Managers	2015	Hourly	43.206	44.717	46.283	47.902	49.579	51.314	52.597	53.649
		Monthly	7,255.01	7,508.73	7,771.69	8,043.54	8,325.14	8,616.48	8,831.91	9,008.56
		Annual	87,060.09	90,104.76	93,260.25	96,522.53	99,901.69	103,397.71	105,982.96	108,102.74

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