

**COLLECTIVE AGREEMENT**

**BETWEEN**

**CUPE** / *Canadian Union  
of Public Employees*  
**LOCAL 2348**  
**(PHYSICIANS' UNIT)**

**AND**

**WOMEN'S HEALTH CLINIC**

**TERM OF AGREEMENT:  
APRIL 1, 2015 TO MARCH 31, 2019**

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THIS AGREEMENT made this 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

*21<sup>st</sup> day of April (CLW)*

BETWEEN:

**WOMEN'S HEALTH CLINIC**  
(hereinafter called the "Employer"),

Party of the First Part;

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**(PHYSICIANS' UNIT)**  
(hereinafter called the "Union"),

Party of the Second Part.

**ARTICLE 1 - PREAMBLE**

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

- (a) to maintain settled conditions of employment and promote harmonious relations between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) to promote the morale, well-being and security of all physicians in the bargaining unit of the Union;
- (d) to encourage excellence of service;
- (e) 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 physicians be drawn up in a Collective Agreement.

1.03 Definitions

A "physician" is a person employed by the Employer and covered by this Agreement.

A "full-time physician" is one who regularly and recurrently works the hours specified in the Hours of Work - Article 22.

A "part-time physician" is one who regularly and recurrently works less than full-time hours. A part-time physician must work at least eight (8) hours per pay period.

A "term physician" 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 a physician of a permanent position. A term will not be unreasonably extended to deprive a physician of a permanent position.

Temporary physicians 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 physician" is one who is occasionally called by the Employer or works less hours than a part-time physician, as defined under this Agreement.

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

- Article 23 (Holidays), Article 24 (Vacations), Article 25 (Sick Leave), Article 26 (Leave of Absence) and Article 32 (Technological Change).

The term "Union" shall mean the Canadian Union of Public Employees, Local 2348 (Physicians' Unit).

The term "Employer" shall mean Women's Health Clinic ("WHC").

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 (Physicians' Unit), as exclusive collective bargaining agent for all of its physicians, covered by MLB Certificate No. MLB-3862 issued on June 14, 1984 to Women's Health Clinic and/or listed in Schedule "A". Physicians that are employed on a strictly fee-for-service basis are not included in this bargaining unit, nor covered by this Collective Agreement.

### 2.02 No Other Agreements

No physician 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 physician.

### 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.

### 2.04 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.

## **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 physicians; the right to hire, classify, assign to positions and promote; the right to determine job content and the number of physicians; the right to demote, discipline, suspend and layoff 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.

### 3.02 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 physicians of their employment, except through just cause.

**ARTICLE 4 - NO DISCRIMINATION**

4.01 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 physicians or Employer will be condoned in the workplace. Both parties recognize the right of all physicians 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 physicians, 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 physicians 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 a physician'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 a physician's health or job performance, or endangers the physician's status or potential. Examples may include:

- (a) demands placed on a physician 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 physicians involved and appropriate action will be taken to protect them.

Physicians 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 physicians 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 physicians covered by this agreement will become members in good standing of the Union within thirty (30) days of employment.

#### **ARTICLE 6 - CHECKOFF OF UNION DUES**

6.01 Checkoff Payments

The Employer shall deduct from every physician 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 (15<sup>th</sup>) 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 physicians from whose wages the deductions have been made.

6.03 Dues Receipts

The Employer shall indicate on the T-4 slip the amount of Union dues deducted from the physician 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 PHYSICIANS**7.01 New Physicians

The Employer agrees to acquaint new physicians 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 Checkoff.

7.02 Copies of Agreement

On commencing employment, the physician's supervisor or designate shall introduce the new physician 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 physician 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 physician with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

**ARTICLE 8 - MEDICAL SERVICES**

8.01 **A physician shall provide medical services as described in, and in accordance with the position description attached hereto as Schedule 4.**

**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.

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) physicians, 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.

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 Physician 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 6.2 of Bylaw No. 1 of the Women's Health Clinic Inc. shall be members of CUPE Local 2348 and shall be elected by a majority of employees of the organization who are members of CUPE Local 2348.

10.03 It is agreed that physician 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 physician 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.

## **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

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 physician became aware of the event that forms the substance of the grievance, the physician shall, with the assistance of the Union Steward if they so desire, notify her immediate supervisor of her grievance.

The grievor and the supervisor shall meet within five (5) days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the Supervisor shall render 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 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 physicians 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 physician 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. (However, neither party shall be entitled to use the time lines 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 - REPRIMAND, SUSPENSION, AND DISMISSAL**

- 14.01 A physician may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such physician 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 a physician warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the physician and, when possible, shall give the physician advance notice of the nature of the complaint. The physician 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 a physician, the Employer shall notify the physician 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 physician 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 (2) year period, no further disciplinary action is recorded on the same matter, the physician may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.
- 14.04 Upon written request, a physician 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 physician shall also receive an exact copy of any document forming part of her file at her own expense.
- 14.05 A physician accompanied by a Union representative if she so elects, may examine her personnel file on request. 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 physician 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 physician.

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 a physician 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

The Employer shall maintain a seniority list showing the total accumulated regular paid hours for each physician. An up-to-date seniority list shall be sent to the Union upon request. Such requests shall normally not be made more than once in a one-year period.

## 15.03 Seniority will continue to accrue if a physician:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid sick leave/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 a physician:

- (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

A physician 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) 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) promoted or transferred out of the Bargaining Unit;
- (f) 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 physicians and term physicians except as indicated in specific clauses. Casual physicians 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 physician being able to meet the physical 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 (2) 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 physician shall be declared permanent after a trial period of six (6) months.

During this period a physician 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 physician 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 physician and the Employer may assess the match between the physician's skill set and the requirements of the job. It is not seen as a training period.

Feedback between the physician 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 physician 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 physicians.

19.02 Probation of Newly Hired Physicians

All newly hired physician(s), including part-time physicians, shall be on a probationary basis for a period of six (6) months from the date of hiring. During the probationary period, physicians shall be entitled to all rights and benefits of this Agreement, except with respect to discharge. The employment of such physicians 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 physician 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 physician 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 - LAYOFFS AND RECALL**

### 20.01 Definition of a Layoff

Layoff 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 layoff involving permanent physicians, the Employer shall notify the Union of any pending layoffs as soon as possible.

### 20.03 Notice to Physician

Physicians 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 Layoff 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 physicians have the required qualifications and ability to perform the work required.

### 20.05 Recall Procedure

To be eligible for recall, the physicians must file their name and current address with the Employer at the time of layoff 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.

Physicians 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 layoff;
- (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 Physicians

No new physicians shall be hired until all laid off physicians 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, which may result 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;

a physician 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 physician possesses qualification and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the physician'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 physicians, 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 The standard workday will be eight (8) hours per day (eighty [80] hours biweekly), excluding meal periods and inclusive of two (2) fifteen (15) minute rest periods.
- 22.02 It is understood that, in the course of providing direct or indirect patient services, physicians may be required to work through break periods or beyond the usual hours of work as specified in 22.01 above. Physicians may, take this time back at a time mutually convenient for the Clinic and themselves.
- 22.03 Where a physician is requested by the Clinic to work clinic shifts in excess of such physician's regular daily shift hours and the physician so agrees, the physician shall be paid additionally at the physician's applicable hourly rate of remuneration.

**ARTICLE 23 - HOLIDAYS**

- 23.01 The Employer and the Union recognize the following as paid holidays:

New Year's Day	Louis Riel Day	Good Friday
Easter Monday	Queen's Birthday	Canada Day
1 <sup>st</sup> 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.

- 23.02 A physician desiring to observe recognized religious holidays may substitute such religious holiday for any of the above mentioned paid holidays upon approval of the Employer.
- 23.03 Part-time physicians 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 paycheque.
- 23.04 A physician who is scheduled to work on a holiday shall receive regular pay for the day and shall receive an alternative day off with pay to be taken on a date mutually agreeable between the physician and the Employer.
- 23.05 When any of the above noted holidays falls on a physician's scheduled day off, the physician shall receive a day's pay or another day off with pay at a time mutually agreed upon by the physician and the Employer.

**ARTICLE 24 - VACATIONS**

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

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

Normally vacation will be taken in the year following its accrual. Employer and physician 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 physician and Employer.

24.02 All current physicians shall earn vacation on the following basis:

- Twenty (20) working days/year;

Physicians employed prior to July 16, 2007 shall continue to earn vacation in accordance with their accrual rate on July 16, 2007.

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

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

24.04 If a paid holiday falls or is observed during a physician's vacation period, an additional day of paid vacation shall be allowed.

24.05 Where a physician qualifies for sick leave, 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 physician's option and with the approval of the Employer.

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

24.06 The Employer shall establish vacation schedules based on the operational requirements of the Clinic and the preferred period of vacation for each physician. Where a conflict exists between physician preference, the physician with the most seniority shall be assigned the vacation period in dispute.

24.07 When a vacation cannot be mutually agreed upon between the physician and the Employer by December 31<sup>st</sup> of each vacation year, the assignment of the vacation period shall be at the discretion of the Employer.

**ARTICLE 25 - SICK LEAVE**

25.01 Sick Leave Defined

Sick leave means the period of time a physician 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 a physician's sick leave shall accrue with no maximum but the physician shall not be allowed to cash-out unused sick leave in time or money, at the end of her employment.

25.02 Pay and Benefits during Sick Leave

Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one-quarter (1.25) days for each full month of employment (prorated for part-time physicians) to a maximum accrual of one hundred (100) days.

Physicians who, as of June 16, 2010, have more than one hundred (100) days shall retain a sick bank of one hundred (100) days.

25.03 Long Term Disability ("LTD"), Short Term Disability ("STD"), Workers' Compensation ("WCB") and Manitoba Public Insurance Company ("MPIC") Benefits

- (a) A physician must apply for LTD/STD/Workers' Compensation and MPIC 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 physician can use sick leave credits to bring her compensation level to her net income to the extent that she has sick leave credits.

25.04 Illness in the Family

A physician shall be entitled to use accumulated sick credits, for the purpose of providing for the needs during illness of a person in the physician's family in accordance with Article 25.06.

25.05 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 sick leave in excess of four (4) working days;
- (b) where abuse is suspected;
- (c) to determine the approximate length of sick leave;
- (d) to establish the physician's ability to perform the duties of her position.

Failure to provide such documentation when requested may disqualify a physician from receiving sick leave benefits.

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

25.06 80/20 Sick Bank

Subject to the provisions of 25.02 of each one and one-quarter ( $1\frac{1}{4}$ ) days of income protection accumulated, one (1) day shall be reserved exclusively for the physician's personal use as outlined in Article 25.01. The remaining one-quarter ( $\frac{1}{4}$ ) of a day\* shall be reserved for either the physician's personal use or for use in the event of family illnesses outlined in Article 25.04 or to offset the waiting period for EI benefits for maternity/parental leave as outlined in 26. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

\*In the physician's first year of employment, amend one (1) day to read three-quarters ( $\frac{3}{4}$ ) of a day and amend one-quarter ( $\frac{1}{4}$ ) of a day to read one-half ( $\frac{1}{2}$ ) of a day.

- (a) 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 physician's total accumulated income protection credits shall be allocated as follows:
- (b) eighty percent (80%) of the balance will be reserved for the physician's personal use, and

- (c) twenty percent (20%) of the balance will be reserved for either the physician's use as outlined in 25.01 or for use in the event of family illness in accordance with 25.04 or Article 26.

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

## **ARTICLE 26 - LEAVE OF ABSENCE**

### 26.01 Leave of Absence for Union Functions

- (a) Upon written request to the Employer with sufficient notice, a physician elected or appointed to represent the Union at conventions, committees, or seminars shall be allowed leave of absence without pay, providing operational requirements permit.
- (b) A physician 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 may be renewed biannually, by mutual consent of the Union and the Employer.

### 26.02 Leave of Absence for Public Duties

- (a) The Employer recognizes the right of a physician 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 physician may be a candidate in federal, provincial or municipal elections.
- (b) A physician who is elected to public office shall be allowed leave of absence without loss of seniority during her term of office.

### 26.03 Bereavement Leave

Requests for bereavement leave will be granted as a leave of absence without pay.

### 26.04 Jury and Witness Duty

A physician subpoenaed for jury duty or witness duty will be granted a leave of absence without pay.

### 26.05 Citizenship Leave

A physician 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.

26.06 Voting Leave

In the event that a physician's scheduled work hours would not permit three (3) consecutive hours for the purpose of voting while polls are open the Employer will adjust work schedules accordingly.

26.07 General Leave

A physician 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 physician will move forward in direct relation to the length of the leave.

26.08 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:

- (i) conferences;
- (ii) workshops;
- (iii) course or classes;
- (iv) studying and taking examinations for professional certification/ registration;
- (v) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
- (vi) other situations as mutually agreed between the physician and the Employer.

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

- (i) date of event;

- (ii) agenda of event;
  - (iii) value to centre;
  - (iv) value to physician;
  - (v) breakdown of costs and assistance requested;
  - (vi) notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).
- (c) When the Employer requests a physician to attend a conference or workshop, the Employer shall pay all reasonable costs.

Effective April 1, 2010, the physician may request up to eight (8) days of education leave per year, these days shall be prorated for part-time physicians based on the number of hours they have actually worked. These days will be used for the physician to attend events which she deems relevant to her professional development; in accordance with educational leave as defined above.

- (d) Effective April 1, 2010, when the physician requests to attend such functions the Employer may supplement the costs incurred by the physician to a maximum of one thousand five hundred dollars (\$1,500) per annum in accordance with the practice of the Employer.

26.09

#### 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 physician shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant physician the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to a foetus or to the pregnant physician, the physician 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 a physician to stop work if the state of her health becomes incompatible with the requirements of her job.

- (b) Maternity Leave

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

- (i) A written request must be submitted not later than the end of the fifth (5<sup>th</sup>) month of pregnancy and not less than one (1) month before the intended date of leave.
- (ii) The physician must have completed six (6) months of continuous employment prior to the intended date of leave unless otherwise agreed by the Employer.

#### 26.10 Parental Leave

A maximum of thirty-seven (37) weeks of unpaid parental leave per pregnancy will be granted.

In order to qualify for parental leave a physician 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 physician;
- (e) where a physician takes parental leave in addition to maternity leave, the physician must commence the parental leave without a return to work unless otherwise approved by the Employer.

#### 26.11 Payment during Parental Leave

Parental leave is an unpaid leave.

#### 26.12 Adoption Leave

A physician shall receive adoption leave without pay of up to thirty-seven (37) weeks subject to the following conditions:

- (a) A physician must adopt a child under the laws of the province.
- (b) A physician 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) A physician 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 physician.

26.13 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.

26.14 Benefits during Paid Maternity/Parental Leave

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

26.15 Seniority during Maternity/Parental/Extended Related Leave

See Article 15.03 - Seniority.

26.16 Return to Work

When a physician 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 physician shall be placed in her former position at the same rate of pay.

26.17 Benefits during Unpaid Maternity/Parental/Adoption Leave

The physician 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.

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

- (a) A physician must have completed at least thirty (30) days employment as of the intended date of leave.
- (b) A physician 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) A physician 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 a physician to be eligible for leave, a physician must issue a certificate stating that:
  - (i) a family member of the physician has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (A) the day the certificate is issued, or
    - (B) if the leave was begun before the certificate was issued, the day the leave began; and
  - (ii) the family member requires the care or support of one or more family members.

The physician 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 physician;
  - (ii) a child of the physician or a child of the physician's spouse or common-law partner;
  - (iii) a parent of the physician 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) A physician may end their compassionate leave earlier than eight (8) weeks by giving the Employer at least forty-eight (48) hours' notice. Where a physician 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 and 15.04 (unpaid leaves).

- (h) Subject to the provisions of Article 25, a physician 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 physician shall be eligible for bereavement leave as outlined in Article 26.03.

## **ARTICLE 27 - PAY ADMINISTRATION**

### **27.01**      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 paycheque. Physicians shall be paid in accordance with **Schedule 1 - Salary Scale** attached to and forming part of this Collective Agreement.

**27.02**      A physician's increment date shall be delayed by one (1) month for each complete month of an unpaid leave of absence taken by the physician.

### **27.03**      Maintain EFT

A physician shall be entitled to pick up additional available hours in order to maintain her EFT when hours are reduced as a result of vacation, holidays/stats, etc.

### **27.04**      Vacation Pay

A physician 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 paycheques which may fall due during the period of vacation.

### **27.05**      Anniversary Date

The anniversary date for increment for all physicians will be the actual date of employment.

Casual physicians earn increments **based** 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.

27.06 Expenses

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

Where a physician is required and authorized to use her privately owned vehicle on the Employer's business, she shall be reimbursed thirty-four point six cents (34.6¢) per kilometre. When the Province of Manitoba mileage rates are increased and exceed the above rate (south of 53<sup>rd</sup> parallel), the Employer will adjust the rate upon becoming aware of the increase.

**ARTICLE 28 - PHYSICIAN BENEFITS**

28.01 The Employer will continue to provide the HEB Manitoba benefit plans. Premiums and benefits shall be in accordance with the provisions of the respective Plans.

The Employer shall continue to provide the HEPP Pension Plan. Contributions and benefits shall be in accordance with the provisions of the Plan.

**ARTICLE 29 - TERMINATIONS**

29.01 A physician may terminate her employment by giving two (2) pay periods or four (4) weeks' written notice.

29.02 Employment may be terminated with lesser notice or without notice:

- (a) by mutual agreement between the Employer and the physician; or
- (b) during the probationary period of a new physician with cause (the physician has to be given a reason for the termination);
- (c) in the event a physician is dismissed for just cause (the physician has to be given a reason for the termination, and the reason for the disciplinary action must be sufficient to warrant dismissal).

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

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.

Where lesser or no notice is given by the physician, the Employer reserves the right to withhold monies equal to wages payable for days not worked during the notice period.

### **ARTICLE 30 - TERM OF AGREEMENT**

- 30.01 (a) This Agreement shall be in full force and effect from April 1, **2015** to March 31, **2019**.
- (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.
- 30.02 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.
- 30.03 This Agreement may be amended during its term by mutual agreement.

### **ARTICLE 31 - RETROACTIVITY**

#### **31.01 Retroactive Pay for Terminated Physicians**

A physician 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.

#### **31.02 Retroactivity for Current Physicians**

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

All retroactive wage and benefit adjustments shall be made payable within ninety (90) calendar days of Union ratification of this Agreement.

## **ARTICLE 32 - TECHNOLOGICAL CHANGE**

### 32.01 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 physicians;
- (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.

### 32.02 Advance Notice

When the Employer is considering the introduction of technological change:

- (a) The Employer agrees to notify the Union and the affected physician(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 physicians.

### 32.03 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 physicians likely to be affected by the change;
- (d) the effects the change may be expected to have on physicians' working conditions and terms of employment;
- (e) all other pertinent information relating to the anticipated effects on physicians.

32.04 Arbitration

If the Union and the Employer fail to agree upon measures to protect the physicians from any adverse effects, the matter may be referred by either party to arbitration as provided for under the terms of the Agreement.

32.05 Protection of Hours

No regular physician 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.

32.06 Protection of Rate of Pay

A physician 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.

32.07 Transfer Arrangements

A physician 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 physicians with less seniority, in accordance with the layoff procedure in this Agreement.

32.08 Training Benefits

Where new or greater skills are required than are already possessed by the affected physicians under the present methods of operations, such physicians 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 physician.

32.09 Training Period

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

32.10 No New Physicians

No additional physicians shall be hired by the Employer until physicians affected by the change, or physicians 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.

**ARTICLE 33 - CMPA LIABILITY COVERAGE (TERMS OF COST-SHARING)**

33.01 The Employer shall pay the full annual fees payable for each physician to the Canadian Medical Protective Association ("CMPA"). Upon Doctors Manitoba having received written confirmation from the Employer that it has paid the full annual CMPA fees for the physicians, the Employer shall apply for a rebate from the Doctors Manitoba Professional Liability Fund.

33.02 The Employer shall pay the full annual fee payable for each physician to the College of Physicians and Surgeons of Manitoba.

**ARTICLE 34 - GENERAL**34.01 Pronouns

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

34.02 Bulletin Boards

The Employer shall provide bulletin board space which shall be placed so that all physicians 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 physicians.

34.03 Physician Performance Review

A performance review will be written by each supervisor for each physician 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 a physician with respect to the ability of the physician to carry out her job description to the standards of performance outlined by the Employer.

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

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

34.04

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 physicians.

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

At no time shall a physician be required to work alone in the building.

34.05

Preretirement Leave (Retirement Bonus)

Conditional on the continuance of funding bodies' policies to reimburse facilities for preretirement leave, the Employer will provide physicians with preretirement leave as follows:

- (a) Full-time physicians 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 preretirement leave on the basis of four (4) days per year of employment (seniority).
- (b) Calculation of preretirement leave entitlement shall begin from the date of the physician's last commencing employment at the Facility and shall be based on the physician's total seniority on the date of retirement.
- (c) Part-time physicians 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 preretirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:

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

- (d) Payment shall, at the option of the physician, 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 a physician chooses lump sum payments.

### **ARTICLE 35 - OVERPAYMENTS**

35.01 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 the 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.

35.02 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), 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), 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.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED AND SIGNED THIS 13<sup>th</sup> DAY OF April, 2016 AT WINNIPEG, MANITOBA.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

C. Zwick  
ALL B

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

[Signature]

## SCHEDULE 1

## SALARY SCALE

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)

- AND -

## WOMEN'S HEALTH CLINIC

The annual salaries provided below are based on the provision of 260 8-hour days (2,080 hours) of medical service/specialist medical services per annum (inclusive of vacation, statutory holiday and continuing medical education leave days).

		<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
<b>Effective April 1, 2015 Through March 31, 2016</b>				
<b>Class 3</b>	<b>Annual</b>	\$ 217,249	\$ 228,197	\$ 239,102
	<b>Hourly</b>	104.45	109.70	114.95
<b>Class 2</b>	<b>Annual</b>	206,345	217,249	228,197
	<b>Hourly</b>	99.20	104.45	109.70
<b>Class 1</b>	<b>Annual</b>	195,440	206,345	217,249
	<b>Hourly</b>	93.95	99.20	104.45
<b>Effective April 1, 2016 Through March 31, 2017</b>				
<b>Class 3</b>	<b>Annual</b>	\$ 221,518	\$ 232,680	\$ 243,799
	<b>Hourly</b>	106.50	111.85	117.20
<b>Class 2</b>	<b>Annual</b>	210,398	221,518	232,680
	<b>Hourly</b>	101.15	106.50	111.85
<b>Class 1</b>	<b>Annual</b>	199,279	210,398	221,518
	<b>Hourly</b>	95.80	101.15	106.50
<b>Effective April 1, 2017 Through March 31, 2018</b>				
<b>Class 3</b>	<b>Annual</b>	\$ 225,786	\$ 237,163	\$ 248,497
	<b>Hourly</b>	108.55	114.00	119.45
<b>Class 2</b>	<b>Annual</b>	214,452	225,786	237,163
	<b>Hourly</b>	103.10	108.55	114.00
<b>Class 1</b>	<b>Annual</b>	203,119	214,452	225,786
	<b>Hourly</b>	97.65	103.10	108.55

<b>Effective April 1, 2018 Through March 31, 2019</b>				
<b>Class 3</b>	<b>Annual</b>	<b>\$ 230,054</b>	<b>\$ 241,647</b>	<b>\$ 253,194</b>
	<b>Hourly</b>	<b>110.60</b>	<b>116.15</b>	<b>121.70</b>
<b>Class 2</b>	<b>Annual</b>	<b>218,506</b>	<b>230,054</b>	<b>241,647</b>
	<b>Hourly</b>	<b>105.05</b>	<b>110.60</b>	<b>116.15</b>
<b>Class 1</b>	<b>Annual</b>	<b>206,959</b>	<b>218,506</b>	<b>230,054</b>
	<b>Hourly</b>	<b>99.50</b>	<b>105.05</b>	<b>110.60</b>

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**SCHEDULE 2****CLASSES****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)****- AND -****WOMEN'S HEALTH CLINIC**

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A physician who meets the applicable qualification criteria of the WRHA, the WHC and the College of Physicians and Surgeons of Manitoba shall be placed in the corresponding Class as follows:

Class 1

The physician does not meet the requirements of Class 2 or Class 3.

Class 2

The physician meets any one (1) of the following requirements:

- is qualified to provide and does provide obstetrical services;
- is qualified to provide and does provide anesthesia services;
- is qualified to provide and does provide sub-specialty services with certification at the level of anesthesia, obstetrics, or other sub-specialty, as approved by the WRHA/WHC;
- has greater than ten (10) years of clinical experience as recognized by the WRHA/WHC (excluding post-graduate training);
- **is enrolled as a Licentiate of the Medical Council of Canada (LMCC).**

Class 3

The physician has attained certification from the College of Family Physicians of Canada, or

The physician meets any two (2) or more of the following requirements:

- is qualified to provide and does provide obstetrical services;
- is qualified to provide and does provide anesthesia services;
- is qualified to provide and does provide subspecialty services with certification at the level of anesthesia, obstetrics, or other subspecialty, as approved by the WRHA/WHC;
- has greater than ten (10) years of clinical experience as recognized by the WRHA/WHC (excluding post-graduate training);
- **is enrolled as a Licentiate of the Medical Council of Canada (LMCC).**

**SCHEDULE 3**

**STEPS**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

---

**Step 1**

**A physician who has provided less than one (1) year of full-time medical services (260 8-hour days [2,080 hours], inclusive of vacation, statutory holiday and CME leave days) as an employee, or who has provided less than 1,760 hours of medical services as an independent contractor (or a combination thereof) with a clinic, or with the WRHA in a Clinic, shall be paid for the applicable classification at Step 1;**

**Step 2**

**A physician who has provided a minimum of one (1) year of full-time medical services (260 8-hour days [2,080 hours], inclusive of vacation, statutory holiday and CME leave days) as an employee, or who has provided a minimum of 1,760 hours of medical services as an independent contractor (or a combination thereof) with a Clinic or with the WRHA in a Clinic shall be paid for the applicable classification at Step 2;**

**Step 3**

**A physician who has provided a minimum of two (2) years of full-time medical services (520 8-hour days [4,160 hours], inclusive of vacation, statutory holiday and CME leave days) as an employee, or who has provided a minimum of 3,520 hours of medical services as an independent contractor (or a combination thereof) with a Clinic or with the WRHA in a Clinic shall be paid for the applicable classification at Step 3.**

**SCHEDULE 4**

**JOB DESCRIPTION FOR MEDICAL PRACTITIONER PHYSICIANS**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

---

**The physician will conduct his/her medical practice in a manner consistent with the values and commitments as articulated by the WHC as follows:**

**WHC Values**

- A. Dignity - as a reflection of the self-worth of every person;**
- B. Care - as an unwavering expectation of every person;**
- C. Respect - as a measure of the importance of the person.**

**WHC Commitments**

- Innovation - that fosters improved care, health and well-being;**
- Excellence - as a standard of care and service;**
- Stewardship - of resources, knowledge and care.**

**I Qualifications**

**An appointment and privileges in the Winnipeg Regional Health Authority ("WRHA") in accordance with the required medical staff bylaw, as a family practice physician.**

**II Duties**

**The specific medical services and on call coverage, as applicable, to be provided by the physician shall be determined by the WHC in consultation with the physician, but in general:**

- A. The physician is responsible for providing medical services as defined in the Agreement, consisting of comprehensive clinical services and approved administrative services that include, but are not limited to:**

- (1) the delivery of an average of eight (8) hours per day (40 hours per week) of medical services generally during the Clinic's office hours (or a prorated number of hours per day/week if the physician provides less than 260 8-hour days of medical services [2,080 hours] per annum);**
- (2) acting as the patient's most responsible primary care physician (Medical Home) for a patient panel size (defined as the number of unique patients that a general practitioner physician has provided medical services to during the past 18 months) which shall consist of no fewer than 1,200 patients, except in those circumstances, when taking into account all factors, including the following the WHC agrees that a smaller panel is appropriate:**

  - (i) the nature of the time allocated to in-clinic duties;**
  - (ii) amount of support provided to the physician;**
  - (iii) medical complexity of the physician's average patient;**
  - (iv) administrative duties and obligations;**
  - (v) other relevant factors as determined by the WHC.**
- (3) a reasonable number of patient encounters as determined between the physician and the WHC;**
- (4) in acting as the patient's most responsible primary care physician for the patient panel, the physician shall cooperate with the WHC's efforts to consistently provide weekday access to his/her primary care patients within the target period specified as follows:**

  - (i) 72 hours (during the period from April 1, 2015 to March 31, 2017);**
  - (ii) 48 hours (during the period from April 1, 2017 to March 31, 2018).**
- (5) availability for 24-hour at site/on site acute hospital inpatient services for the physician's own patients;**
- (6) participation in any on call program in place at the WHC as of the date of the execution of this Agreement which provides after hours services to the patients of the WHC or other Clinics;**

- (7) availability for 24-hour medical advisory services - Personal Care Home, for the physician's own patients. This shall include a resident medical assessment and a periodic review of the residents with the nursing staff at the personal care home as per facility policy;**
- (8) acceptance by the physician of new patients as required (through the Family Doctor Finder initiative and otherwise), to be determined by the WHC in consultation with the physician;**
- (9) attendance at patient care conferences and medical staff meetings;**
- (10) provision of comprehensive medical care to patients in relation to the diagnosis of and active management of specific chronic disease(s) (i.e. the physician may not impose a "one issue per visit" or similar such limitations on patients);**
- (11) provision of seminars and teaching sessions to the interprofessional team on current medical topics, if requested, and upon reasonable notice from the WHC;**
- (12) provision of teaching support and mentorship to medical students, family practice residents and other health care professionals where applicable;**
- (13) house calls to the physician's own patients in the community on an acute basis, and also on a more regular basis for those known to be at risk with the support of the WRHA;**
- (14) minor surgery/minor procedures based on the physician's skill set and the availability of equipment and supports at the site;**
- (15) participation in, and support of the Family Doctor Finder initiative including attending the Manitoba Health, Healthy Living and Seniors ("MHLS") orientation to the initiative;**
- (16) participation in, and support of other relevant provincial and WRHA primary care renewal initiatives including but not limited to the Advanced Access initiative, the Provincial Patient Enrolment Registry, and in relevant My Health Teams, as directed by the WHC; and**
- (17) participation in applicable WHC accreditation processes and local/regional quality roadmaps.**

- B. The physician shall cooperate with other health care team members, including where applicable, primary care managers, to facilitate the implementation of inter-professional and/or team-based patient-centered care models and further support the development of inter-professional practice by:**
- (1) cooperating with patients, clients, families and communities when designing and implementing care and services;**
  - (2) applying leadership principles in support of a collaborative practice model;**
  - (3) supporting positive team dynamics and group processes to enable quality patient care and effective inter-professional collaboration in routine practice; and**
  - (4) contributing to the successful achievement of regional family medicine and primary care strategic directions as stated by the WHC.**
- C. In recognition of the professional nature of the services to be provided within a primary care practice setting, the general practice physician shall:**
- (1) incorporate patient-centered clinical perspectives into research, evaluation and teaching activities, where applicable;**
  - (2) cooperate with patient access improvement activities;**
  - (3) incorporate evidence-based research findings into the delivery of clinical services and teaching in consultation with the Program Medical Director;**
  - (4) keep accurate and up-to-date medical records in a manner satisfactory to the College of Physicians & Surgeons of Manitoba and the Clinic;**
  - (5) submit such reports and statistical information as may be required by the WHC, either on its behalf or on behalf of MHHLS, and obtain/ provide any necessary consents to do so;**
  - (6) utilize, and report/submit information in the Electronic Medical Records (EMR) implemented by the WHC in a manner consistent with the training provided by the WHC. understanding that the WHC will share this information with MHHLS for system planning and system evaluation purposes and, where applicable, with other members of a My Health Team to support its continuous quality improvement objectives;**

- (7) utilize in accordance with the training provided by the WHC eReferral, eChart, Telehealth and such other tools and technologies as may be implemented by the WHC from time to time;**
- (8) cooperate with reasonable efforts to enhance efficiency and effectiveness of the services of the WHC, any applicable My Health Team and the WRHA;**
- (9) cooperate with the integration into the WHC of any applicable quality of care initiatives undertaken by MHHLS or the WRHA including, but not limited to, My Health Teams;**
- (10) collaborate with other health care providers in the delivery of clinical services and where applicable teaching and research services;**
- (11) support professionalism in the delivery of clinical services and where applicable teaching and research services, including enhancement of a patient-centered approach to all service delivery;**
- (12) support an ethical and accountable approach to primary care in a manner consistent with the highest standards of professional integrity and which minimizes the possibility of conflicts of interest, whether real, potential or perceived;**
- (13) cooperate with efforts to ensure consistent standards of practice across the province and across the continuum of care;**
- (14) cooperate with the WHC and the WRHA in efforts to recruit and retain clinicians and staff;**
- (15) cooperate with and contribute to strategies for cost-effective delivery of care;**
- (16) cooperate with and contribute to quality improvement and innovation efforts;**
- (17) demonstrate the ability to respect the values and diversity of the community, and engage in relationships with care, dignity and respect regardless of race, ethnicity, culture, physical ability or language proficiency;**
- (18) actively participate in a physician performance review process as required by the WHC;**
- (19) actively participate in staff evaluations as required by the WHC; and**

- (20) possess a knowledge of, and comply with all relevant WHC policies pertaining to medical practice, administration or otherwise.**

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**APPENDIX "A"****LETTER OF UNDERSTANDING****- BETWEEN -****CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)****- AND -****WOMEN'S HEALTH CLINIC****RE: DESCRIPTION OF PHYSICIANS' RESPONSIBILITIES AT WHC**

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Physicians at Women's Health Clinic will provide medical services consistent with the principles of primary health care, acknowledging that Women's Health Clinic has a specialized role as part of the continuum of primary care services in Winnipeg with a special emphasis on women's health concerns, reproductive health and health promotion.

The normal expectation is that each .5 EFT physician will work at least one (1) evening per week and one (1) Saturday per month unless otherwise mutually agreed with the Employer. The Employer commits that such agreement shall not be unreasonably withheld.

The responsibilities of physicians at Women's Health Clinic also include providing professional development to related health professionals, clinical preceptorship of family practice residents and other health professionals, as well as facilitation, support or participation in practice-based research as agreed by the Employer. It is expected physicians will participate in the Participatory Management Structure and provide reports as required through this structure.

Physician services will be provided consistent with Women's Health Clinic's Model of Care and WHC Strategic and Annual Goals and Objectives. Physicians will have an opportunity to provide input to the development of these. The physicians agree to work with Women's Health Clinic and its funder, the Winnipeg Regional Health Authority, to ensure that appropriate measures of medical services and outcomes are developed and adhered to.

**If anything in this Appendix "A" conflicts with Schedule 4, the terms of Schedule 4 will prevail.**

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

Signed this 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

*C. L. L. L.*  
*Al B*

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

*[Signature]*  
\_\_\_\_\_

**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

**RE: EMPLOYMENT EQUITY**

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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.

.../2

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 physicians within the Clinic.

The objectives of the program are:

1. to ensure that current and future employment systems are non-discriminatory;
2. to enhance the equality of treatment of lesbians, Aboriginal women, visible and language minority women and women with disabilities;
3. 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;
4. to develop strategies to enhance the recruitment, appointment and retention of target group members;
5. to provide job accommodation to physicians who experience employment barriers or employment disadvantages;
6. 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 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

C. L. Walker  
ARE B

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

[Signature]

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

**RE: ON CALL COVERAGE**

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In the event **the Employer implements "On Call" coverage**, the parties agree to meet to address the issue with a view towards implementation in a mutually agreeable fashion addressing all concerns of either party.

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

Signed this 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

C. L. Wilkie  
Dec 13

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

[Signature]

**APPENDIX "D"**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

**RE: PHYSICIAN RECRUITMENT**

---

The parties are committed to the ongoing role of the Union in representing physicians within WHC and the need for the Employer to recruit physicians to deliver services in accordance with its mission and values.

The parties acknowledge that in some circumstances a new physician may choose to have an alternative relationship with WHC.

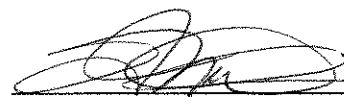
Where a new physician is recruited to WHC who, due to professional practice reasons, indicates a preference that they not become an employee of WHC, the Employer will meet with the Union to discuss the matter.

Signed this 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

*C. Z. Wilkie*  
*ALL B*

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

  
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APPENDIX "E"

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)

- AND -

WOMEN'S HEALTH CLINIC

RE: SYSTEM SUSTAINABILITY PROCESS

The physician group will agree to collectively participate as necessary and as appropriate in the Health System Sustainability process outlined in the Tripartite Agreement, which forms part of the Master Agreement between Manitoba Health, Healthy Living and Seniors and Doctors Manitoba. The physician group will also be required to implement all applicable measures adopted by the parties to the Health System Sustainability process.

By way of background, the goal of the Health System Sustainability process is to provide a means for the parties to the Master Agreement and other stakeholders to collaborate on system improvement with a view to enhancing sustainability of the health care system. The total savings target is \$50 million over the four-year term of the Master Agreement, to be achieved in a manner that ensures the continued delivery of high quality, appropriate and comprehensive health care for Manitobans. The participants in the process have agreed to consider a range of strategies aimed at realizing cost efficiencies.

Signed this 13<sup>th</sup> day of April, 2016 at Winnipeg, Manitoba.

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

C. L. Wilkie  
ALL B

[Signature]

APPENDIX "F"

LETTER OF UNDERSTANDING

- BETWEEN -

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)

- AND -

WOMEN'S HEALTH CLINIC

RE: GENERAL HOLIDAY PAY, ARTICLE 23.03

1. Article 23.03 states: Part-time physicians 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 paycheque.
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 five percent (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 five percent (5%) of the average hours for the previous four (4) 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 October 24, 2015.
5. This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 13<sup>th</sup> day of April, 2016

FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348  
(PHYSICIANS' UNIT)

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

C. Wilkie  
Ale B

[Signature]

**APPENDIX "G"**

**LETTER OF UNDERSTANDING**

**- BETWEEN -**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348 (PHYSICIANS' UNIT)**

**- AND -**

**WOMEN'S HEALTH CLINIC**

**RE: STAFF FUND**

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- 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 13<sup>th</sup> day of April, 2016

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

C. Weckie  
All B

FOR THE EMPLOYER:  
WOMEN'S HEALTH CLINIC

[Signature]