

**COLLECTIVE AGREEMENT**

**BETWEEN**

***CUPE*** / *Canadian Union  
of Public Employees*  
**LOCAL 2348**

**AND**

**KLINIC INC.**

**TERM OF AGREEMENT:**

**April 1, 2012 to March 31, 2017**

## TABLE OF CONTENTS

	<u>PAGE #</u>
ARTICLE 1 – PREAMBLE .....	1
ARTICLE 2 – RECOGNITION .....	3
ARTICLE 3 – MANAGEMENT RIGHTS .....	3
ARTICLE 4 – NO DISCRIMINATION .....	4
ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT .....	6
ARTICLE 6 – CHECK OFF OF UNION DUES .....	7
ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....	7
ARTICLE 8 – CORRESPONDENCE.....	8
ARTICLE 9 – LABOUR MANAGEMENT/BARGAINING RELATIONS/COMMITTEES.....	8
ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER.....	9
ARTICLE 11 – UNION REPRESENTATION.....	10
ARTICLE 12 – GRIEVANCE PROCEDURE.....	11
ARTICLE 13 – ARBITRATION PROCEDURE.....	12
ARTICLE 14 – DISCIPLINE AND ACCESS TO PERSONNEL FILES .....	13
ARTICLE 15 – SENIORITY.....	14
ARTICLE 16 – PRORATION OF THE AGREEMENT .....	16
ARTICLE 17 – JOB POSTINGS .....	16
ARTICLE 18 – PROMOTIONS AND TRANSFERS .....	16
ARTICLE 19 – PROBATIONARY AND TRIAL PERIODS .....	17
ARTICLE 20 – LAYOFFS AND RECALL.....	18
ARTICLE 21 – JOB PROTECTION PROVISIONS DURING RESTRUCTURING .....	19
ARTICLE 22 – HOURS OF WORK.....	20
ARTICLE 23 – OVERTIME AND FLEX-TIME .....	21
ARTICLE 24 – GENERAL HOLIDAYS.....	22
ARTICLE 25 – VACATIONS.....	23
ARTICLE 26 – INCOME PROTECTION.....	24
ARTICLE 27 – LEAVE OF ABSENCE .....	27
ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES.....	35
ARTICLE 29 – JOB CLASSIFICATION/RECLASSIFICATION .....	37
ARTICLE 30 – EMPLOYEE BENEFITS.....	38
ARTICLE 31 – TERMINATIONS.....	40
ARTICLE 32 – TERM OF AGREEMENT.....	40
ARTICLE 33 – RETROACTIVITY .....	41
ARTICLE 34 – RECOGNITION OF EXPERIENCE.....	41
ARTICLE 35 – TECHNOLOGICAL CHANGE .....	42
ARTICLE 36 – GENERAL.....	44

ARTICLE 37 – INSURANCE COVERAGE .....	46
ARTICLE 38 – OVERPAYMENTS .....	46
WAGE INCREASES.....	47
LONG SERVICE STEP .....	47
SCHEDULE “A” – EFFECTIVE APRIL 1, 2012.....	48
SCHEDULE “A” – EFFECTIVE APRIL 1, 2013.....	52
SCHEDULE “A” – EFFECTIVE APRIL 1, 2014.....	55
SCHEDULE “A” – EFFECTIVE OCTOBER 1, 2014 .....	58
SCHEDULE “A” – EFFECTIVE APRIL 1, 2015.....	60
SCHEDULE “A” – EFFECTIVE APRIL 1, 2016.....	64
LETTERS OF UNDERSTANDING: .....	68
RE: DEFERRED SALARY LEAVE PLAN .....	68
RE: CENTRAL TABLE STAFFING COMMITTEE .....	69
RE: JOB SHARING .....	70
RE: VACATION CARRYOVER.....	74
RE: PERMANENT REHABILITATIVE EMPLOYMENT .....	75
RE: OVERNIGHT BREAKS .....	76
RE: INCOME PROTECTION AND OVERNIGHT WORKERS .....	77
RE: RELIGIOUS HOLY DAYS .....	78
RE: GENERAL WAGE STANDARDIZATION FUND .....	79
RE: WAGE ADJUSTMENT – NURSING CLASSIFICATIONS.....	84
RE: REPRESENTATIONAL ABORIGINAL WORK FORCE .....	85
RE: INTERNATIONAL WOMEN’S DAY .....	86
RE: MAINTENANCE OF WAGE STANDARDIZATION .....	87
RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI) REBATE, TRAINING AND EDUCATION FUND .....	88
RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE .....	89
RE: PENSION OR BENEFIT PLAN IMPROVEMENTS .....	91
RE: EMPLOYMENT EQUITY VALUES STATEMENT .....	92
RE: STAFF VOLUNTEERING .....	94
RE: JOB EXCHANGE .....	98
RE: WAGE ADJUSTMENT – PROFESSIONAL/TECHNICAL COMPONENT CLASSIFICATIONS .....	101
RE: WAGE ADJUSTMENT – TRADES COMPONENT CLASSIFICATIONS .....	103
RE: MILEAGE RATES.....	104
RE: MEDICAL LAB ASSISTANTS, BIRTH CENTRE ASSISTANTS, PROGRAM ASSISTANTS, MEDICAL ASSISTANTS .....	105
RE: CLASSIFICATION REVIEW .....	106

## **ARTICLE 1 – PREAMBLE**

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

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

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

1.03 Definitions

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

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

A “part-time employee” is one who regularly and recurrently works less than full-time hours.

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

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

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

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

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

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

The words "casual employee" shall mean a person who replaces an absent employee or is called in to supplement staff coverage in emergency situations. The terms of this agreement shall not apply to such casual employee, except:

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall receive increments after the completion of the 2080 hours of work at Klinik until the maximum rate of the appropriate salary schedule is attained.
- (d) Casual employees shall be entitled to weekend premiums in accordance with Article 28.08, and shift premiums in accordance with Article 28.08, and on-call premiums in accordance with Article 28.09.
- (e) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 24.05.
- (f) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 23.01 and paid at the rate of pay specified in 23.02.
- (g) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees.
- (h) The Employer agrees to deduct Union dues in an amount specified by the Union in any pay period for which the casual employee receives any payment in accordance with Article 6.
- (i) In the event that no payment is made during the pay period, the Employer shall have no responsibility to deduct and submit dues for that period.

- (j) A casual employee reporting for work as requested by the Employer and finding no work available shall be guaranteed three (3) hours' pay at her basic rate of pay.
- (k) Article 12 – Grievance and Article 13 – Arbitration herein apply only with respect to the terms of this Article.
- (l) For the purposes of hiring, promotion and transfers (Article 18) casual employees' seniority as defined by clause 15.01 will be considered.

The term "Union" shall mean the Canadian Union of Public Employees, Local 2348.

The term "Employer" shall mean Klinik Inc. (Klinik).

The term "parties" shall mean the Union and the Employer.

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

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. MLB-6047 issued on February 4, 2003 amending Certificate No. MLB-5672 issued on December 14, 2000 to Klinik Inc. and/or listed in Schedule "A".

### **2.02 No Other Agreements**

No employee shall be required or permitted to make a written or verbal employment agreement with the Employer, which conflicts with the terms of this agreement.

### **2.03 Work of the Bargaining Unit**

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

## **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to

determine job content and the number of employees, the right to demote, discipline, suspend and 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.

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

### 3.02 Disaster and Fire Plans

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

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

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

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

## **ARTICLE 4 – NO DISCRIMINATION**

### 4.01 Respectful Workplace

The Employer and the Union jointly affirm that every employee is entitled to a respectful workplace which is free from discrimination and harassment.

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

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

- place of residence
- membership or non-membership or activity in the union
- irrelevant criminal record.

#### 4.02 No Abuse or Harassment

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

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

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

#### 4.03 Personal Harassment Defined

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

#### 4.04 Sexual Harassment Defined

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

- (a) demands placed on an employee outside of her existing job description that are perceived to be based on reinforcing existing sex role stereotypes;
- (b) impediment by obstruction of physical or professional progress;
- (c) intimidation by following, gesturing obscenely, heckling, or insulting, making rude noises, exposure of genitals/breasts;



- (d) coercion by threatening withdrawal of professional support or cooperation, or termination of professional relationship unless the person agrees to sexual activity or by requesting or suggesting sexual activity as payment for past or future professional assistance or consideration;
- (e) annoyance by repeated and persistent irritating, sexually suggestive acts or comments.

#### 4.05 Processing a Complaint/Report of Abuse or Harassment

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

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

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

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

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

### **ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT**

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

## **ARTICLE 6 – CHECK OFF OF UNION DUES**

### **6.01 Checkoff Payments**

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

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

### **6.03 Dues Receipts**

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

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

## **ARTICLE 7 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

### **7.01 New Employees**

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

### **7.02 Copies of Agreement**

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

### **7.03 Interviewing Opportunity**

A representative of the Union shall be given an opportunity to interview each new employee within regular working hours, without loss of pay, for a reasonable period of time during the first month of employment for the purpose of acquainting the new

employee with the benefits and duties of Union membership and her responsibilities and obligations to the Employer and the Union.

## **ARTICLE 8 – CORRESPONDENCE**

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

## **ARTICLE 9 – LABOUR MANAGEMENT/BARGAINING RELATIONS/COMMITTEES**

### 9.01 Establishment of Labour Management Committee

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

### 9.02 Labour Management Committee

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

### 9.03 Jurisdiction of Labour Management Committee

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

The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members, or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

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

9.04 Workplace Health and Safety Committee

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

9.05 Union Negotiating Committee

Two (2) employees shall be allowed to attend meetings with the Employer for the purpose of collective bargaining negotiations unless otherwise mutually agreed upon. The Union will advise the Employer of the members of its negotiating committee.

Responsibility for reimbursement for remuneration is as follows:

- Two (2) employees attend without loss of remuneration. Replacement costs will be shared by Employer and Union. Regular salary will be the Employer's responsibility.

9.06 Consensual Bargaining

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

9.07 Advisors to the Parties

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

9.08 Access

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

**ARTICLE 10 – RESOLUTIONS AND REPORTS OF THE EMPLOYER**

10.01 Copies of Resolutions

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

10.02 Employee Membership on the Board

Election to the Board of Directors is as follows:

- Staff elects members of the Board as per Board Bylaws.

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

**ARTICLE 11 – UNION REPRESENTATION**

11.01 Election of Stewards

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

11.02 Permission to Leave Work

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

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

11.03 Union Representation

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

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

## **ARTICLE 12 – GRIEVANCE PROCEDURE**

### **12.01 Definition of a Grievance**

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

### **12.02 Settling of Grievances**

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

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

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

#### **Step 1**

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

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

#### **Step 2**

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

### Step 3

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

#### 12.03 Policy/Group Grievance

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

#### 12.04 Time Lines

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

### **ARTICLE 13 – ARBITRATION PROCEDURE**

13.01 Within thirty (30) working days of receipt of the written decision in Step 2, either party may refer the dispute to arbitration by given written notice to the other party.

13.02 Both parties shall attempt to agree to the selection of a sole arbitrator. Unless both parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.

13.03 The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint 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 (1/2) of the fees and expenses of the Chairperson or sole arbitrator.

13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

13.10 The time limits in the arbitration procedure may be extended by written consent of the parties.

**ARTICLE 14 – DISCIPLINE AND ACCESS TO PERSONNEL FILES**

14.01 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such employee shall be advised promptly in writing, **either by registered mail or personal service**, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.

14.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint. The employee so affected will be given the opportunity to make representation on her own behalf with the assistance of a representative of the Union.

14.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.

- (a) At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the written reprimand, and these corrective actions shall be part of the written report.
- (b) If, after a two-year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.



- 14.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 14.05 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 14.06 There shall be one (1) personnel file maintained by the Employer for each employee.
- 14.07 Exceptions to the process

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

## **ARTICLE 15 – SENIORITY**

### **15.01 Seniority Defined**

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

### **15.02 Seniority List**

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

15.03 Seniority will continue to accrue if an employee:

- (a) is on any period of paid leave of absence;
- (b) is on any period of paid income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of Workers' Compensation benefits (up to a limit of twenty-four (24) months) as applicable;
- (f) is on any period of short or long term disability plan payments (up to a limit of twenty-four (24) months) as applicable;
- (g) is on any period of approved unpaid leave of absence for Union purposes of up to two (2) years;
- (h) is on any period of approved maternity, adoption, or parental leave (paid or unpaid).

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

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

15.05 Loss of Seniority

An employee shall only lose her seniority in the event:

- (a) she is discharged for just cause and is not reinstated;
- (b) she resigns in writing and does not withdraw within two (2) working days;
- (c) she is laid off for a period of twenty-four (24) months;

- (d) she fails to report for work as schedule at the end of a leave of absence or suspension or does not report to work upon recall, without explanation satisfactory to the Employer;
- (e) she is promoted or transferred out of the Bargaining Unit and completes the trial period as outlined in Article 19;
- (f) she retires;
- (g) she completed a term or grant position that was less than one (1) year;
- (h) that six (6) months has passed since the end of her term or grant position that was more than a year.

#### **ARTICLE 16 – PRORATION OF THE AGREEMENT**

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

#### **ARTICLE 17 – JOB POSTINGS**

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

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

##### **17.02 Information in Postings**

Such notice shall contain the following information:

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

#### **ARTICLE 18 – PROMOTIONS AND TRANSFERS**

##### **18.01 Promotions and Transfers**

Seniority shall be the determining factor in matters of promotion and transfers, subject to the employee being able to meet the requirements of the job and having the required

ability, skill, qualifications and a good employment record (refer to personnel files) in accordance with Article 14.04.

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

18.03 Both parties are committed to the concept of employment equity in building a workforce that is representative of the diverse communities that Klinik serves. Therefore, if two candidates have equal seniority and possess the qualifications required, the candidate who is an equity seeking candidate shall receive the promotion.

## **ARTICLE 19 – PROBATIONARY AND TRIAL PERIODS**

### **19.01 Trial Period – Internal transfer or promotion**

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

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

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

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

### **19.02 Probation of Newly Hired Employees**

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

cause at any time during the probationary period. After completion of the probationary period, seniority shall be effective from the original date of employment.

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

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

## **ARTICLE 20 – 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 employees, the Employer shall notify the Union of any pending layoffs as soon as possible.

### **20.03 Notice to Employee**

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

### **20.04 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 employees have the required qualifications and ability to perform the work required.

### **20.05 Recall Procedure**

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

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

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

- (a) after twenty-four (24) months of 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 Employees

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

**ARTICLE 21 – JOB PROTECTION PROVISIONS DURING RESTRUCTURING**

21.01 With respect to the development of any restructuring plan, 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;

an employee will be given ninety (90) days' notice and severance pay on the basis of two (2) weeks' pay at the regular base rate, for the position last occupied, for each year of employment with the Employer, if the Employer is unable to provide alternate employment, at the same regular rate of pay in a comparable class of work, for which the employee possesses qualification and ability sufficient to perform the required duties within a fifty (50) kilometre radius of the employee's original facility.

### 21.03 Restructuring and Reorganization

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

## **ARTICLE 22 – HOURS OF WORK**

### 22.01 Regular Hours of Work

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

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

### 22.02 Regular Work Period of Full-time Employees

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

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

### 22.03 Breaks

Employees shall be entitled to:

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

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

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

22.04 Modified Work Schedule

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

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

**ARTICLE 23 – OVERTIME AND FLEX-TIME**

23.01 Overtime Defined

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

23.02 Overtime Paid Out

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

23.03 Flex-time Defined

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

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

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

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

Employees are encouraged to take Flex-time back in the same pay period in which it is accumulated. However, employees will be allowed to bank hours to a maximum of three (3) days (as specified in Article 22 – Hours of Work) after which no further Flex-time will be allowed to accumulate until the bank has been reduced. Exceptions to these generalities to be made by mutual agreement between the Employer and employee.



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

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

#### 23.04 Meal Allowance

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

### **ARTICLE 24 – GENERAL HOLIDAYS**

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

New Year's Day	Jour de Louis Riel Day	Good Friday
Easter Monday	Queen's Birthday	Canada Day (July 1 <sup>st</sup> )
1 <sup>st</sup> Monday in August	Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day	Boxing Day
International Women's Day (March 8 <sup>th</sup> )		

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

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

Easter Monday is a paid holiday on the day that it occurs.

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

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

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

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

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

## **ARTICLE 25 – VACATIONS**

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

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

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

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

Employees will generally not be requested to work during a period of vacation.

- 25.02 Employees shall earn vacation on the following basis:
- First year of employment – three (3) weeks per year.
  - Second, third, fourth and fifth years of employment – four (4) weeks per year.
  - Sixth and seventh years of employment – five (5) weeks per year.
  - Eighth and subsequent years of employment – six (6) weeks per year.
- 25.03 Part-time employees shall earn vacation pay on a pro rata basis in accordance with this formula:

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

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

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

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

Effective April 1, 2009

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

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

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

## **ARTICLE 26 – INCOME PROTECTION**

### **26.01 Income Protection Defined**

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

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

### **26.02 Amount of Paid Income Protection**

**Income protection** shall be earned at the rate of one-and-one-quarter (1 ¼) days for every month an employee is employed.

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

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

26.04 **Illness in the Family**

An employee shall be entitled to use accumulated sick credits for the purpose of providing for the needs during illness of a person in the employee's family in accordance with Article 26.08.

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

26.05 **Documentation of Illness**

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

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

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

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

#### 26.06 Deductions of Sick Credits

Absences for **income protection** shall be deducted from accumulated **income protection** credits. Where an employee is absent for any part of a shift under Article 26.01 hereof, deductions from **income protection** credits shall be made as follows:

- (a) absences of two (2) hours or less – no deductions;
- (b) absences of more than two (2) hours but less than five (5) hours – one-half ( $\frac{1}{2}$ ) day;
- (c) absences of more than five (5) hours, but less than eight (8) hours – one (1) day.

#### 26.07 Local Union **Income protection** Bank

The Employer shall provide one-quarter ( $\frac{1}{4}$ ) day's **income protection** per employee per month, which shall be credited to the **Income Protection Bank**, which is jointly administered by the Employer and the Union. The **Income Protection Bank** Committee may grant **income protection** from the **income protection** bank to an employee who, through a prolonged illness, has exhausted her own **income protection** credits.

The **Income Protection Bank** is only available for those employees who are not eligible for **D&R**. Salary while on the jointly administered sick bank leave shall be 100% of normal salary and entitlement shall be limited to a maximum of nine (9) days during the first year of full-time employment and up to a maximum of fifteen (15) days per full-time year thereafter. This amount will be proportionally adjusted on the basis of hours for part-time employees.

The Employer reserves the right to require satisfactory proof of any claim.

#### 26.08 80/20 **Income Protection**

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

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

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

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

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

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

## **ARTICLE 27 – LEAVE OF ABSENCE**

### **27.01 Leave of Absence for Union Functions**

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

### **27.02 Leave of Absence for Public Duties**

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

### **27.03 Paid Bereavement Leave**

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

Additional leave may be granted upon application to the Employer.

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

27.04 Jury and Witness Duty

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

27.05 Citizenship Leave

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

27.06 Voting Leave

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

27.07 General Leave

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

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

27.08 Educational Leave Defined

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

- (a) conferences;
- (b) workshops;
- (c) course or classes;
- (d) studying and taking examinations for professional certification/registration;

- (e) home study related to a specific course; or home study designed to upgrade professional knowledge not related to a specific client(s);
- (f) other situations as mutually agreed between the employee and the Employer.

#### 27.09 Approval of Education Leave

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

- Date of event
- Agenda of event
- Value to centre
- Value to employee
- Breakdown of costs and assistance requested
- Notice of invitation to take part or be present at event and copy of abstract of paper (if applicable).

#### 27.10 Employer Directed Education Leave

When the Employer requests an employee to attend a conference or workshop, the Employer shall pay all reasonable costs.

#### 27.11 Employee Directed Education Leave

When the employee requests to attend such functions the Employer may supplement the costs incurred by the Employee.

The employee may request up to twelve (12) days of Education Leave per year. These days will be used for the employee to attend events which she deems relevant to her professional development; in accordance with Educational Leave as defined above.

Employees will be allowed an amount annually towards registration, travel, accommodation, etc. for education leave as defined above. The amount will be determined yearly in accordance with the agency budget and shall not be less than one hundred and seventy-five dollars (\$175.00) per employee per year.

#### 27.12 Maternity/Parental Leave

##### A) Protection Prior and During Maternity Leave

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



pregnant employee the right to continue employment during the period of pregnancy.

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

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

B) Maternity Leave

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

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

(c) Payment during Maternity Leave

I. An applicant for SUB maternity benefits must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the employing authority (on full-time basis) unless otherwise agreed, for at least six (6) months following her return to work, and
- (b) She will return to work on the date of the expiry of her maternity/parental leave unless this date is modified by the employing agency, and
- (c) Should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the employing agency for the amount received from the agency as a maternity/parental allowance during the entire period of maternity/parental leave and such indebtedness may be deducted from any monies owing to the employee by the Employer.
- (d) The employee must provide the Employer with proof that she has applied for Employment Insurance Benefits and

that she has qualified for, and is entitled to, such Employment Insurance Benefits pursuant to *Employment Insurance Act*.

- II. During the maternity leave the employee who qualifies is entitled to a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) plan as follows:
  - (a) For the first two (2) weeks an employee on maternity leave will receive the following percentage of her normal biweekly salary inclusive of any other earnings:
    - ninety-five percent (95%).
  - (b) For fifteen (15) weeks in the case of Maternity, the combined weekly level of Employment Insurance benefits, SUB payments and other earnings will not exceed the following percentage of the employee's weekly earnings.
    - ninety-five percent (95%).
- III. This SUB parenting plan includes all part and full-time employees of the employing agency.

#### 27.13 Parental Leave

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

In order to qualify for Parental Leave an employee must:

- (a) submit a written request to the Employer;
- (b) be a parent of a new child;
- (c) have completed six (6) continuous months of employment with the Employer.

#### 27.14 Commencement of Parental Leave

Subject to Section (e), Parental Leave must commence not later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and control of the employee.

Where an employee takes Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave without a return to work unless otherwise approved by the Employer.

#### 27.15 Payment during Parental Leave

Parental leave is an unpaid leave.

#### 27.16 Adoption Leave

An employee shall receive adoption leave of up to thirty-seven (37) weeks subject to the following conditions:

- (a) An employee must adopt a child under the laws of the province;
- (b) An employee may commence adoption Leave upon one (1) day notice provided that application for such leave is made when the adoption has been approved and the Employer is kept informed of the progress of the adoption proceedings;
- (c) An employee has completed six (6) months of consecutive employment as of the date of the intended leave;
- (d) Parental leave related to adoption must be completed no later than the first anniversary date of adoption of the child or the date on which the child comes into actual care and custody of the employee.

#### 27.17 Payment during Adoption Leave

- (a) The employing agency agrees to provide the adoptive employee with benefits equal to the supplemental benefits a biological mother would receive. They would be paid over a seventeen (17) week period (as per maternity leave) unless otherwise agreed by the employee and the Employer.
- (b) All relevant provisions of the “Maternity Leave” apply to Adoption Leave.
- (c) When EI benefits are made available to adoptive parents, the SUB plan as outlined in “Maternity Leave” would then be affected.

#### 27.18 Benefits During Paid Maternity/Parental Leave

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

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

#### 27.19 Additional Time Off

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

27.20 Seniority during Maternity/Parental/ Extended Related Leave

See Article 15.03 – Seniority.

27.21 Return to Work

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

27.22 Benefits during Unpaid Maternity/Parental/Adoption Leave

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

27.23 Partner Leave

Five (5) days of leave without loss of pay and benefits will be granted to an employee:

- (a) whose partner has given birth to a child; or
- (b) who has adopted a child (children) and is not taking the maternity leave portion of parenting leave.

This leave may be taken on any five (5) days during the two (2) calendar weeks following the child/children's date of birth or arrival in the home. This will be prorated for part-time employees.

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

27.25 Compassionate Care Leave

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

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

the first period of leave began. No period of leave may be less than one (1) week's duration.

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

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

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

## **ARTICLE 28 – PAYMENT OF WAGES AND ALLOWANCES**

### **28.01 Pay Periods**

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

### **28.02 Rate of Pay on Changes**

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

### **28.03 Pay on Temporary Transfers, Higher Job Rates**

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

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

### **28.04 Payment on Transfer Lower Rated Job**

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

### **28.05 Vacation Pay**

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

#### 28.06 Anniversary Date

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

Casual employees earn increments 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.

#### 28.07 Expenses

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

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

#### 28.08 Shift Premiums

- (a) An employee required to work the majority of her hours on any shift between 1600 hours and 2400 hours, shall be paid an evening shift premium of one dollar (\$1.00) per hour for that shift.

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

- (b) An employee required to work the majority of her hours on any shift between 0001 hours and 0800 hours, shall be paid a night shift premium of one dollar and seventy-five cents (\$1.75) per hour **(one dollar and ninety cents (\$1.90) per hour effective April 1, 2016; two dollars and five cents (\$2.05) per hour effective October 1, 2016)** for that shift.

- (c) Shift Premium and Weekend Premium will not be payable while an employee is receiving overtime rates.

- (d) Weekend Premium

A weekend premium of one dollar and thirty-five cents (\$1.35) per hour **(one dollar and fifty cents (\$1.50) per hour effective April 1, 2016; one dollar and sixty-five cents (\$1.65) per hour effective October 1, 2016)** shall be paid to an employee for all hours worked on any shift where the majority of hours on that shift fall between 0001 hours on the Saturday and 2400 hours on the following Sunday.

28.09 On Call

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

28.10 Uniform/Clothing Allowance

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

28.11 On Call Transportation

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

**ARTICLE 29 – JOB CLASSIFICATION/RECLASSIFICATION**

29.01 Job Description

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

29.02 Changes in Classifications and Job Descriptions

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

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



## **ARTICLE 30 – EMPLOYEE BENEFITS**

### **30.01 Joint Employer/Employee Benefit Committee**

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

Employer will provide benefit plan as follows:

- The Employer shall pay 100% of the premium cost for Life Insurance to a maximum of one (1) times the employee's annual earnings.
- The Employer shall pay 100% of the premium cost for Accidental Death and Dismemberment Insurance to a maximum of one (1) times the employee's annual earnings.
- The Employer shall pay 50% of the premium cost for Dental and the Pension Plan.
- The Employer shall continue to offer the **HEB Manitoba** Disability and Rehabilitation Plan.
- The Employer shall continue to offer **HEB Manitoba** Extended Health Coverage.

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

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

#### **1) Extended Health Care Plan:**

- April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the **HEB Manitoba** "Enhanced" Extended Health Care Plan.
- Effective April 1, 2009, the "Enhanced" Plan premiums will be paid 50% by the Employer and 50% by the employee.
- There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the "Basic" Plan to either opt into the "Enhanced" Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the "Enhanced" Plan provided they are eligible in accordance with their category of employment or remain out.
- Employees currently in the "Enhanced" Plan must remain in the "Enhanced" Plan.

- New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrolment changes will be as per the **HEB Manitoba** Plan text.

2) Health Spending Account (HSA):

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

April 1, 2010:	\$250 for full-time employees*
	\$125 for part-time employees
April 1, 2011:	\$500 for full-time employees*
	\$250 for part-time employees
- \*For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.
- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1<sup>st</sup> to December 31<sup>st</sup>.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.
- New employees hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

**30.03 Premiums when on Unpaid Leave of Absence (LOA)**

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

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

**ARTICLE 31 – TERMINATIONS**

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

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

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

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

**ARTICLE 32 – TERM OF AGREEMENT**

- 32.01 (a) This Agreement shall be in full force and effect from **April 1, 2012 to March 31, 2017.**
- (b) Should the parties fail to conclude a new collective agreement prior to the expiry date of this Agreement, all provisions herein contained shall remain in full force until a new agreement has been reached or until the date on which the Union takes strike action or the Employer institutes a lockout, whichever occurs first.

- (c) The Union agrees to give the Employer at least one (1) week's (seven (7) days') written notice as to the date of intended strike action.
  - (d) The Employer agrees to give the Union at least one (1) week's (seven (7) days') written notice as to the date of intended lockout.
- 32.02 Should either party desire to propose changes to this Agreement, they shall give notice in writing, including proposed amendments, to the other party not more than ninety (90) days and not less than thirty (30) calendar days prior to the date of termination. Within thirty (30) calendar days of the receipt of these proposals, the other party shall be required to enter into negotiations for the purpose of discussing the changes and the formation of a new Agreement.
- 32.03 This Agreement may be amended during its term by mutual agreement.

### **ARTICLE 33 – RETROACTIVITY**

33.01 **Retroactive Pay for Terminated Employees**

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

33.02 **Retroactivity for Current Employees**

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

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

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

### **ARTICLE 34 – RECOGNITION OF EXPERIENCE**

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

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

## **ARTICLE 35 – TECHNOLOGICAL CHANGE**

### **35.01 Definition**

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

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

### **35.02 Advance Notice**

When the Employer is considering the introduction of technological change:

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

### **35.03 Information to be Provided**

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

- (a) the nature of the change;

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

#### 35.04 Arbitration

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

#### 35.05 Protection of Hours

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

#### 35.06 Protection of Rate of Pay

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

#### 35.07 Transfer Arrangements

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

#### 35.08 Training Benefits

Where new or greater skills are required than are already possessed by the affected employees under the present methods of operations, such employees shall, at the expense of the Employer, be given a reasonable training period during which they may acquire the skills necessitated by the new method of operation. There shall be no reduction in wages or salary rates during the training period of any such employee.

#### 35.09 Training Period

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

35.10 No New Employees

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

35.11 New Classifications

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

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

**ARTICLE 36 – GENERAL**

36.01 Pronouns

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

36.02 Bulletin Boards

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

36.03 Employee Performance Review

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

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

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

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

#### 36.04 Security

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

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

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

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

#### 36.05 Pre-retirement Leave (Retirement Bonus)

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

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

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

- (d) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date



shall be the last day worked in cases where an employee chooses lump sum payments.

### **ARTICLE 37 – INSURANCE COVERAGE**

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

### **ARTICLE 38 – OVERPAYMENTS**

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

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

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

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

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

For payments that exceed ten percent (10%) of the employee's normal biweekly gross earnings and is more than one hundred and fifty dollars (\$150.00), a detailed breakdown of the error will be included with the letter and a meeting will be scheduled with the employee and the Union to discuss a proposed recovery schedule as soon as practicable.

## **WAGE INCREASES**

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

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

## **LONG SERVICE STEP**


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

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

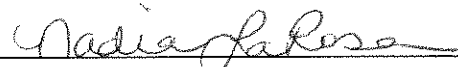

---

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN DULY EXECUTED AND  
SIGNED THIS 21 DAY OF June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**CUPE LOCAL 2348 AND KLINIC INC.**

**APPENDIX "A"**

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2012**

**General Increase 0%**

<b>Stand. Group #</b>	<b>Occupational Group</b>	<b>Employer Classification</b>	<b>Annual Hours</b>		<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>
13	Health Care Aide	Health Care Aide	2080	Hourly	<b>17.044</b>	<b>17.555</b>	<b>18.082</b>	<b>18.624</b>	<b>19.183</b>	<b>19.759</b>
				Monthly	2,954.29	3,042.87	3,134.21	3,228.16	3,325.05	3,424.89
				Annual	35,451.52	36,514.40	37,610.56	38,737.92	39,900.64	41,098.72
16F	Health Records	Health Records Technician	2080	Hourly	<b>17.381</b>	<b>17.903</b>	<b>18.440</b>	<b>18.993</b>	<b>19.563</b>	<b>20.150</b>
				Monthly	3,012.71	3,103.19	3,196.27	3,292.12	3,390.92	3,492.67
				Annual	36,152.48	37,238.24	38,355.20	39,505.44	40,691.04	41,912.00
16I	Secretary II	Administrative Assistant	2080	Hourly	<b>16.378</b>	<b>16.870</b>	<b>17.376</b>	<b>17.897</b>	<b>18.434</b>	<b>18.987</b>
				Monthly	2,838.85	2,924.13	3,011.84	3,102.15	3,195.23	3,291.08
				Annual	34,066.24	35,089.60	36,142.08	37,225.76	38,342.72	39,492.96
53	Medical Assistant	Agency Assistant Medical Assistant	2080	Hourly	<b>15.963</b>	<b>16.442</b>	<b>16.935</b>	<b>17.443</b>	<b>17.966</b>	<b>18.505</b>
				Monthly	2,766.92	2,849.95	2,935.40	3,023.45	3,114.11	3,207.53
				Annual	33,203.04	34,199.36	35,224.80	36,281.44	37,369.28	38,490.40
54	Information Technology	Computer Resource Worker	2080	Hourly	<b>23.490</b>	<b>24.194</b>	<b>24.920</b>	<b>25.668</b>	<b>26.438</b>	<b>27.231</b>
				Monthly	4,071.60	4,193.63	4,319.47	4,449.12	4,582.59	4,720.04
				Annual	48,859.20	50,323.52	51,833.60	53,389.44	54,991.04	56,640.48
55	Finance Officer	Accountant	2080	Hourly	<b>23.074</b>	<b>23.766</b>	<b>24.479</b>	<b>25.214</b>	<b>25.970</b>	<b>26.749</b>
				Monthly	3,999.49	4,119.44	4,243.03	4,370.43	4,501.47	4,636.49
				Annual	47,993.92	49,433.28	50,916.32	52,445.12	54,017.60	55,637.92
	No Match	Intake Worker - PIO (April 1, 2001)	2080	Hourly	<b>16.274</b>	<b>16.555</b>	<b>16.837</b>	<b>17.118</b>	<b>17.398</b>	<b>17.679</b>
				Monthly	2,820.83	2,869.53	2,918.41	2,967.12	3,015.65	3,064.36
				Annual	33,849.92	34,434.40	35,020.96	35,605.44	36,187.84	36,772.32
	No Match	Intake Worker - PIO (April 1, 1999)	2080	Hourly	<b>18.443</b>	<b>19.250</b>	<b>20.117</b>	<b>20.872</b>	<b>22.052</b>	<b>23.130</b>
				Monthly	3,196.79	3,336.67	3,486.95	3,617.81	3,822.35	4,009.20
				Annual	38,361.44	40,040.00	41,843.36	43,413.76	45,868.16	48,110.40

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
	No Match	Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	17.961	18.242	18.522	18.802	19.085	19.365
				Monthly	3,113.24	3,161.95	3,210.48	3,259.01	3,308.07	3,356.60
				Annual	37,358.88	37,943.36	38,525.76	39,108.16	39,696.80	40,279.20
	No Match	Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	18.443	19.250	20.117	20.872	22.052	23.130
				Monthly	3,196.79	3,336.67	3,486.95	3,617.81	3,822.35	4,009.20
				Annual	38,361.44	40,040.00	41,843.36	43,413.76	45,868.16	48,110.40
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	18.458	19.273	20.139	20.894	22.074	23.151
				Monthly	3,199.39	3,340.65	3,490.76	3,621.63	3,826.16	4,012.84
				Annual	38,392.64	40,087.84	41,889.12	43,459.52	45,913.92	48,154.08
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	23.512	24.218	24.944	25.693	26.463	27.257
				Monthly	4,075.41	4,197.79	4,323.63	4,453.45	4,586.92	4,724.55
				Annual	48,904.96	50,373.44	51,883.52	53,441.44	55,043.04	56,694.56
	No Match	Workplace Safety and Support	2080	Hourly	11.603	12.125	12.574	12.790	13.729	
				Monthly	2,011.19	2,101.67	2,179.49	2,216.93	2,379.69	
				Annual	24,134.24	25,220.00	26,153.92	26,603.20	28,556.32	

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2012 – TRADES SECTOR CLASSIFICATIONS

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
12C	Engineer 5th Class	Maintenance Engineer (5th Class) <sup>T</sup>	2080	Hourly	20.762					
				Monthly	3,598.75					
				Annual	43,184.96					
	No Match	Maintenance Engineer (5th Class) - PIO <sup>T</sup>	2080	Hourly	24.718	25.477				
				Monthly	4,284.45	4,416.01				
				Annual	51,413.44	52,992.16				

<sup>T</sup> Rates Linked to Trades Sector

**CUPE LOCAL 2348 AND KLINIC INC.**

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

General Increase 2.75%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8
41	Dietician	Dietician <sup>P</sup>	2080	Hourly	25.169	26.031	26.998	27.976	29.010	30.079	31.266	32.465	33.707
				Monthly	4,362.63	4,512.04	4,679.65	4,849.17	5,028.40	5,213.69	5,419.44	5,627.27	5,842.55
				Annual	52,351.52	54,144.48	56,155.84	58,190.08	60,340.80	62,564.32	65,033.28	67,527.20	70,110.56
42	Counsellor / Coordinator (BSW)	Community Health Worker <sup>P</sup>	2080	Hourly	23.651	24.720	25.833	27.025	28.247	29.484	30.635	30.914	
		Counsellor <sup>P</sup>		Monthly	4,099.59	4,284.72	4,477.79	4,684.31	4,896.18	5,110.64	5,310.09	5,358.40	
		Reproductive Health Worker <sup>P</sup>		Annual	49,195.07	51,416.62	53,733.42	56,211.70	58,754.17	61,327.69	63,721.09	64,300.80	
43	Clinical Supervisor (MSW)	Clinical Supervisor <sup>P</sup>	2080	Hourly	24.688	25.693	26.748	27.884	29.056	30.244	31.351	31.576	32.682
				Monthly	4,279.25	4,453.45	4,636.32	4,833.23	5,036.37	5,242.29	5,434.17	5,473.17	5,664.88
				Annual	51,351.04	53,441.44	55,635.84	57,998.72	60,436.48	62,907.52	65,210.08	65,678.08	67,978.56
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	25.390	26.561	27.778	29.082	30.438	31.853			
				Monthly	4,400.93	4,603.91	4,814.85	5,040.88	5,275.92	5,521.19			
				Annual	52,811.20	55,246.88	57,778.24	60,490.56	63,311.04	66,254.24			
51	Social Worker (MSW)	Low Cost Counsellor <sup>P</sup>	2080	Hourly	24.688	25.693	26.748	27.884	29.056	30.244	31.351	31.576	32.682
				Monthly	4,279.25	4,453.45	4,636.32	4,833.23	5,036.37	5,242.29	5,434.17	5,473.17	5,664.88
				Annual	51,351.04	53,441.44	55,635.84	57,998.72	60,436.48	62,907.52	65,210.08	65,678.08	67,978.56
	No Match	Low Cost Counsellor - PIO <sup>P</sup>	2080	Hourly	25.681	26.537	27.494	28.431	29.440	30.765	31.995	32.846	33.997
				Monthly	4,451.37	4,599.75	4,765.63	4,928.04	5,102.93	5,332.60	5,545.80	5,693.31	5,892.81
				Annual	53,416.48	55,196.96	57,187.52	59,136.48	61,235.20	63,991.20	66,549.60	68,319.68	70,713.76
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	18.480	19.034	19.604	20.193	20.785	21.421	22.067		
				Monthly	3,203.20	3,299.23	3,398.03	3,500.12	3,602.73	3,712.97	3,824.95		
				Annual	38,438.40	39,590.72	40,776.32	42,001.44	43,232.80	44,555.68	45,899.36		

<sup>P</sup> Rates Linked to Professional Technical Sector

# CUPE LOCAL 2348 AND KLINIC INC.

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

Addition of 20 Year Scale

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 <sup>Note 1</sup>
41	Dietician	Dietician <sup>P</sup>	2080	Hourly	25.169	26.031	26.998	27.976	29.010	30.079	31.266	32.465	33.707	34.381
				Monthly	4,362.70	4,512.12	4,679.65	4,849.25	5,028.34	5,213.64	5,419.48	5,627.21	5,842.53	5,959.38
				Annual	52,352.45	54,145.43	56,155.80	58,191.01	60,340.10	62,563.73	65,033.73	67,526.50	70,110.38	71,512.59
42	Counsellor / Coordinator (BSW)	Community Health Worker <sup>P</sup>	2080	Hourly	23.651	24.720	25.833	27.025	28.247	29.484	30.635	30.914		31.532
		Counsellor <sup>P</sup>		Monthly	4,099.59	4,284.72	4,477.79	4,684.31	4,896.18	5,110.64	5,310.09	5,358.40		5,465.57
		Reproductive Health Worker <sup>P</sup>		Annual	49,195.07	51,416.62	53,733.42	56,211.70	58,754.17	61,327.69	63,721.09	64,300.80		65,586.82
43	Clinical Supervisor (MSW)	Clinical Supervisor <sup>P</sup>	2080	Hourly	24.688	25.693	26.748	27.884	29.056	30.244	31.351	31.576	32.682	33.335
				Monthly	4,279.20	4,453.46	4,636.34	4,833.21	5,036.45	5,242.28	5,434.14	5,473.14	5,664.82	5,778.12
				Annual	51,350.37	53,441.49	55,636.13	57,998.47	60,437.42	62,907.41	65,209.71	65,677.63	67,977.86	69,337.42
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	25.390	26.561	27.778	29.082	30.438	31.853				32.490
				Monthly	4,401.01	4,603.91	4,814.92	5,040.94	5,275.93	5,521.10				5,631.52
				Annual	52,812.08	55,246.89	57,779.00	60,491.24	63,311.14	66,253.20				67,578.26
51	Social Worker (MSW)	Low Cost Counsellor <sup>P</sup>	2080	Hourly	24.688	25.693	26.748	27.884	29.056	30.244	31.351	31.576	32.682	33.335
				Monthly	4,279.20	4,453.46	4,636.34	4,833.21	5,036.45	5,242.28	5,434.14	5,473.14	5,664.82	5,778.12
				Annual	51,350.37	53,441.49	55,636.13	57,998.47	60,437.41	62,907.41	65,209.71	65,677.63	67,977.85	69,337.41
	No Match	Low Cost Counsellor - PIO <sup>P</sup>	2080	Hourly	25.681	26.537	27.494	28.431	29.440	30.765	31.995	32.846	33.997	34.677
				Monthly	4,451.37	4,599.82	4,765.67	4,928.03	5,102.96	5,332.60	5,545.80	5,693.28	5,892.76	6,010.62
				Annual	53,416.43	55,197.83	57,187.98	59,136.39	61,235.56	63,991.16	66,549.60	68,319.40	70,713.16	72,127.42
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	18.480	19.034	19.604	20.193	20.785	21.421	22.067			22.508
				Monthly	3,203.16	3,299.15	3,397.96	3,500.14	3,602.71	3,712.97	3,824.93			3,901.43
				Annual	38,437.91	39,589.78	40,775.47	42,001.73	43,232.50	44,555.69	45,899.17			46,817.15

<sup>P</sup> Rates Linked to Professional Technical Sector

# CUPE LOCAL 2348 AND KLINIC INC.

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2013

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
13	Health Care Aide	Health Care Aide	2080	Hourly	17.044	17.555	18.082	18.624	19.183	19.759
				Monthly	2,954.29	3,042.87	3,134.21	3,228.16	3,325.05	3,424.89
				Annual	35,451.52	36,514.40	37,610.56	38,737.92	39,900.64	41,098.72
16F	Health Records	Health Records Technician	2080	Hourly	17.381	17.903	18.440	18.993	19.563	20.150
				Monthly	3,012.71	3,103.19	3,196.27	3,292.12	3,390.92	3,492.67
				Annual	36,152.48	37,238.24	38,355.20	39,505.44	40,691.04	41,912.00
16I	Secretary II	Administrative Assistant	2080	Hourly	16.378	16.870	17.376	17.897	18.434	18.987
				Monthly	2,838.85	2,924.13	3,011.84	3,102.15	3,195.23	3,291.08
				Annual	34,066.24	35,089.60	36,142.08	37,225.76	38,342.72	39,492.96
53	Medical Assistant	Agency Assistant Medical Assistant	2080	Hourly	15.963	16.442	16.935	17.443	17.966	18.505
				Monthly	2,766.92	2,849.95	2,935.40	3,023.45	3,114.11	3,207.53
				Annual	33,203.04	34,199.36	35,224.80	36,281.44	37,369.28	38,490.40
54	Information Technology	Computer Resource Worker	2080	Hourly	23.490	24.194	24.920	25.668	26.438	27.231
				Monthly	4,071.60	4,193.63	4,319.47	4,449.12	4,582.59	4,720.04
				Annual	48,859.20	50,323.52	51,833.60	53,389.44	54,991.04	56,640.48
55	Finance Officer	Accountant	2080	Hourly	23.074	23.766	24.479	25.214	25.970	26.749
				Monthly	3,999.49	4,119.44	4,243.03	4,370.43	4,501.47	4,636.49
				Annual	47,993.92	49,433.28	50,916.32	52,445.12	54,017.60	55,637.92
	No Match	Intake Worker - PIO (April 1, 2001)	2080	Hourly	16.274	16.555	16.837	17.118	17.398	17.679
				Monthly	2,820.83	2,869.53	2,918.41	2,967.12	3,015.65	3,064.36
				Annual	33,849.92	34,434.40	35,020.96	35,605.44	36,187.84	36,772.32
	No Match	Intake Worker - PIO (April 1, 1999)	2080	Hourly	18.443	19.250	20.117	20.872	22.052	23.130
				Monthly	3,196.79	3,336.67	3,486.95	3,617.81	3,822.35	4,009.20
				Annual	38,361.44	40,040.00	41,843.36	43,413.76	45,868.16	48,110.40
	No Match	Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	17.961	18.242	18.522	18.802	19.085	19.365
				Monthly	3,113.24	3,161.95	3,210.48	3,259.01	3,308.07	3,356.60
				Annual	37,358.88	37,943.36	38,525.76	39,108.16	39,696.80	40,279.20

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
	No Match	Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	18.443	19.250	20.117	20.872	22.052	23.130
				Monthly	3,196.79	3,336.67	3,486.95	3,617.81	3,822.35	4,009.20
				Annual	38,361.44	40,040.00	41,843.36	43,413.76	45,868.16	48,110.40
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	18.458	19.273	20.139	20.894	22.074	23.151
				Monthly	3,199.39	3,340.65	3,490.76	3,621.63	3,826.16	4,012.84
				Annual	38,392.64	40,087.84	41,889.12	43,459.52	45,913.92	48,154.08
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	23.512	24.218	24.944	25.693	26.463	27.257
				Monthly	4,075.41	4,197.79	4,323.63	4,453.45	4,586.92	4,724.55
				Annual	48,904.96	50,373.44	51,883.52	53,441.44	55,043.04	56,694.56
	No Match	Workplace Safety and Support	2080	Hourly	11.603	12.125	12.574	12.790	13.729	
				Monthly	2,011.19	2,101.67	2,179.49	2,216.93	2,379.69	
				Annual	24,134.24	25,220.00	26,153.92	26,603.20	28,556.32	

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2013 – TRADES SECTOR CLASSIFICATIONS

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
12C	Engineer 5th Class	Maintenance Engineer (5th Class) <sup>†</sup>	2080	Hourly	20.762					
				Monthly	3,598.75					
				Annual	43,184.96					
	No Match	Maintenance Engineer (5th Class) - PIO <sup>†</sup>	2080	Hourly	24.718	25.477				
				Monthly	4,284.45	4,416.01				
				Annual	51,413.44	52,992.16				

<sup>†</sup> Rates Linked to Trades Sector



# CUPE LOCAL 2348 AND KLINIC INC.

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

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

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 <sup>Note 1</sup>
41	Dietician	Dietician <sup>P</sup>	2080	Hourly	25.862	26.747	27.740	28.746	29.807	30.906	32.126	33.357	34.634	35.327
				Monthly	4,482.68	4,636.20	4,808.34	4,982.61	5,166.62	5,357.02	5,568.51	5,781.96	6,003.20	6,123.27
				Annual	53,792.14	55,634.43	57,700.08	59,791.27	61,999.46	64,284.23	66,822.16	69,383.48	72,038.41	73,479.18
42	Counsellor / Coordinator (BSW)	Community Health Worker * <sup>P</sup>	2080	Hourly	25.517	26.669	27.871	29.156	30.475	31.810	33.051	33.352		34.019
		Counsellor * <sup>P</sup>		Monthly	4,422.94	4,622.68	4,830.97	5,053.78	5,282.37	5,513.74	5,728.92	5,781.04		5,896.67
		Reproductive Health Worker * <sup>P</sup>		Annual	53,075.33	55,472.11	57,971.64	60,645.40	63,388.40	66,164.91	68,747.09	69,372.53		70,759.98
43	Clinical Supervisor (MSW)	Clinical Supervisor * <sup>P</sup>	2080	Hourly	26.635	27.720	28.858	30.083	31.348	32.629	33.824	34.066	35.259	35.965
				Monthly	4,616.72	4,804.72	5,002.04	5,214.43	5,433.70	5,655.77	5,862.76	5,904.83	6,111.63	6,233.87
				Annual	55,400.63	57,656.69	60,024.42	62,573.10	65,204.42	67,869.24	70,353.13	70,857.95	73,339.61	74,806.41
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	26.089	27.291	28.542	29.882	31.275	32.728				33.383
				Monthly	4,522.04	4,730.52	4,947.33	5,179.56	5,421.02	5,672.93				5,786.39
				Annual	54,264.41	56,766.18	59,367.92	62,154.75	65,052.20	68,075.16				69,436.67
51	Social Worker (MSW)	Low Cost Counsellor * <sup>P</sup>	2080	Hourly	26.635	27.720	28.858	30.083	31.348	32.629	33.824	34.066	35.259	35.965
				Monthly	4,616.72	4,804.72	5,002.04	5,214.43	5,433.70	5,655.77	5,862.76	5,904.83	6,111.63	6,233.87
				Annual	55,400.63	57,656.69	60,024.42	62,573.09	65,204.41	67,869.24	70,353.13	70,857.95	73,339.61	74,806.40
	No Match	Low Cost Counsellor - PIO * <sup>P</sup>	2080	Hourly	27.707	28.631	29.663	30.673	31.762	33.192	34.519	35.437	36.678	37.412
				Monthly	4,802.47	4,962.63	5,141.56	5,316.73	5,505.46	5,753.21	5,983.23	6,142.34	6,357.56	6,484.71
				Annual	57,629.65	59,551.56	61,698.69	63,800.77	66,065.52	69,038.47	71,798.70	73,708.10	76,290.66	77,816.47
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	18.988	19.557	20.143	20.748	21.356	22.010	22.674			23.127
				Monthly	3,291.25	3,389.88	3,491.40	3,596.40	3,701.78	3,815.08	3,930.12			4,008.72
				Annual	39,494.95	40,678.50	41,896.79	43,156.78	44,421.40	45,780.97	47,161.40			48,104.63

<sup>P</sup> Rates Linked to Professional Technical Sector

MA - Market Adjustment

\* 5.0% MA - Social Worker

\*\* 4.1% MA - Occupational Therapist/Physiotherapist

# CUPE LOCAL 2348 AND KLINIC INC.

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2014

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
13	Health Care Aide	Health Care Aide	2080	Hourly	17.470	17.994	18.534	19.090	19.663	20.252
				Monthly	3,028.13	3,118.96	3,212.56	3,308.93	3,408.25	3,510.35
				Annual	36,337.60	37,427.52	38,550.72	39,707.20	40,899.04	42,124.16
16F	Health Records	Health Records Technician	2080	Hourly	17.816	18.350	18.901	19.468	20.052	20.653
				Monthly	3,088.11	3,180.67	3,276.17	3,374.45	3,475.68	3,579.85
				Annual	37,057.28	38,168.00	39,314.08	40,493.44	41,708.16	42,958.24
16I	Secretary II	Administrative Assistant	2080	Hourly	16.788	17.291	17.810	18.344	18.895	19.462
				Monthly	2,909.92	2,997.11	3,087.07	3,179.63	3,275.13	3,373.41
				Annual	34,919.04	35,965.28	37,044.80	38,155.52	39,301.60	40,480.96
53	Medical Assistant	Agency Assistant Medical Assistant	2080	Hourly	16.362	16.853	17.359	17.879	18.416	18.968
				Monthly	2,836.08	2,921.19	3,008.89	3,099.03	3,192.11	3,287.79
				Annual	34,032.96	35,054.24	36,106.72	37,188.32	38,305.28	39,453.44
54	Information Technology	Computer Resource Worker	2080	Hourly	24.077	24.799	25.543	26.309	27.099	27.912
				Monthly	4,173.35	4,298.49	4,427.45	4,560.23	4,697.16	4,838.08
				Annual	50,080.16	51,581.92	53,129.44	54,722.72	56,365.92	58,056.96
55	Finance Officer	Accountant	2080	Hourly	23.651	24.361	25.091	25.844	26.620	27.418
				Monthly	4,099.51	4,222.57	4,349.11	4,479.63	4,614.13	4,752.45
				Annual	49,194.08	50,670.88	52,189.28	53,755.52	55,369.60	57,029.44
	No Match	Intake Worker - PIO (April 1, 2001)	2080	Hourly	16.681	16.969	17.258	17.546	17.833	18.121
				Monthly	2,891.37	2,941.29	2,991.39	3,041.31	3,091.05	3,140.97
				Annual	34,696.48	35,295.52	35,896.64	36,495.68	37,092.64	37,691.68
	No Match	Intake Worker - PIO (April 1, 1999)	2080	Hourly	18.904	19.732	20.620	21.394	22.603	23.708
				Monthly	3,276.69	3,420.21	3,574.13	3,708.29	3,917.85	4,109.39
				Annual	39,320.32	41,042.56	42,889.60	44,499.52	47,014.24	49,312.64
	No Match	Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	18.410	18.698	18.985	19.272	19.562	19.850
				Monthly	3,191.07	3,240.99	3,290.73	3,340.48	3,390.75	3,440.67
				Annual	38,292.80	38,891.84	39,488.80	40,085.76	40,688.96	41,288.00

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
	No Match	Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	18.904	19.732	20.620	21.394	22.603	23.708
				Monthly	3,276.69	3,420.21	3,574.13	3,708.29	3,917.85	4,109.39
				Annual	39,320.32	41,042.56	42,889.60	44,499.52	47,014.24	49,312.64
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	18.920	19.755	20.642	21.416	22.626	23.730
				Monthly	3,279.47	3,424.20	3,577.95	3,712.11	3,921.84	4,113.20
				Annual	39,353.60	41,090.40	42,935.36	44,545.28	47,062.08	49,358.40
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	24.100	24.823	25.568	26.335	27.125	27.939
				Monthly	4,177.33	4,302.65	4,431.79	4,564.73	4,701.67	4,842.76
				Annual	50,128.00	51,631.84	53,181.44	54,776.80	56,420.00	58,113.12
	No Match	Workplace Safety and Support	2080	Hourly	11.893	12.428	12.889	13.110	14.072	
				Monthly	2,061.45	2,154.19	2,234.09	2,272.40	2,439.15	
				Annual	24,737.44	25,850.24	26,809.12	27,268.80	29,269.76	

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2014 – TRADES SECTOR CLASSIFICATIONS

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5
12C	Engineer 5th Class	Maintenance Engineer (5th Class) <sup>T</sup>	2080	Hourly	21.281					
				Monthly	3,688.71					
				Annual	44,264.48					
	No Match	Maintenance Engineer (5th Class) - PIO <sup>T</sup>	2080	Hourly	25.336	26.114				
				Monthly	4,391.57	4,526.43				
				Annual	52,698.88	54,317.12				

<sup>T</sup> Rates Linked to Trades Sector

**CUPE LOCAL 2348 AND KLINIC INC.**

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

General Increase 1.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 <sup>Note 1</sup>
41	Dietician	Dietician <sup>P</sup>	2080	Hourly	26.250	27.148	28.156	29.177	30.254	31.370	32.608	33.857	35.154	35.857
				Monthly	4,550.00	4,705.65	4,880.37	5,057.35	5,244.03	5,437.47	5,652.05	5,868.55	6,093.36	6,215.21
				Annual	54,600.00	56,467.84	58,564.48	60,688.16	62,928.32	65,249.60	67,824.64	70,422.56	73,120.32	74,582.56
42	Counsellor / Coordinator (BSW)	Community Health Worker <sup>P</sup>	2080	Hourly	25.900	27.069	28.289	29.593	30.932	32.287	33.547	33.852		34.529
		Counsellor <sup>P</sup>		Monthly	4,489.33	4,691.96	4,903.43	5,129.45	5,361.55	5,596.41	5,814.81	5,867.68		5,985.03
		Reproductive Health Worker <sup>P</sup>		Annual	53,872.00	56,303.52	58,841.12	61,553.44	64,338.56	67,156.96	69,777.76	70,412.16		71,820.32
43	Clinical Supervisor (MSW)	Clinical Supervisor <sup>P</sup>	2080	Hourly	27.035	28.136	29.291	30.534	31.818	33.118	34.331	34.577	35.788	36.504
				Monthly	4,686.07	4,876.91	5,077.11	5,292.56	5,515.12	5,740.45	5,950.71	5,993.35	6,203.25	6,327.36
				Annual	56,232.80	58,522.88	60,925.28	63,510.72	66,181.44	68,885.44	71,408.48	71,920.16	74,439.04	75,928.32
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	26.480	27.700	28.970	30.330	31.744	33.219				33.884
				Monthly	4,589.87	4,801.33	5,021.47	5,257.20	5,502.29	5,757.96				5,873.23
				Annual	55,078.40	57,616.00	60,257.60	63,086.40	66,027.52	69,095.52				70,478.72
51	Social Worker (MSW)	Low Cost Counsellor <sup>P</sup>	2080	Hourly	27.035	28.136	29.291	30.534	31.818	33.118	34.331	34.577	35.788	36.504
				Monthly	4,686.07	4,876.91	5,077.11	5,292.56	5,515.12	5,740.45	5,950.71	5,993.35	6,203.25	6,327.36
				Annual	56,232.80	58,522.88	60,925.28	63,510.72	66,181.44	68,885.44	71,408.48	71,920.16	74,439.04	75,928.32
	No Match	Low Cost Counsellor - PIO <sup>P</sup>	2080	Hourly	28.123	29.060	30.108	31.133	32.238	33.690	35.037	35.969	37.228	37.973
				Monthly	4,874.65	5,037.07	5,218.72	5,396.39	5,587.92	5,839.60	6,073.08	6,234.63	6,452.85	6,581.99
				Annual	58,495.84	60,444.80	62,624.64	64,756.64	67,055.04	70,075.20	72,876.96	74,815.52	77,434.24	78,983.84
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	19.273	19.850	20.445	21.059	21.676	22.340	23.014			23.474
				Monthly	3,340.65	3,440.67	3,543.80	3,650.23	3,757.17	3,872.27	3,989.09			4,068.83
				Annual	40,087.84	41,288.00	42,525.60	43,802.72	45,086.08	46,467.20	47,869.12			48,825.92

<sup>P</sup> Rates Linked to Professional Technical Sector

**CUPE LOCAL 2348 AND KLINIC INC.**

**SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014**

**Addition of 20 Year Scale**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
13	Health Care Aide	Health Care Aide	2080	Hourly	17.470	17.994	18.534	19.090	19.663	20.252	20.658
				Monthly	3,028.13	3,118.96	3,212.56	3,308.93	3,408.25	3,510.35	3,580.72
				Annual	36,337.60	37,427.52	38,550.72	39,707.20	40,899.04	42,124.16	42,968.64
16F	Health Records	Health Records Technician	2080	Hourly	17.816	18.350	18.901	19.468	20.052	20.653	21.066
				Monthly	3,088.11	3,180.67	3,276.17	3,374.45	3,475.68	3,579.85	3,651.44
				Annual	37,057.28	38,168.00	39,314.08	40,493.44	41,708.16	42,958.24	43,817.28
16I	Secretary II	Administrative Assistant	2080	Hourly	16.788	17.291	17.810	18.344	18.895	19.462	19.851
				Monthly	2,909.92	2,997.11	3,087.07	3,179.63	3,275.13	3,373.41	3,440.84
				Annual	34,919.04	35,965.28	37,044.80	38,155.52	39,301.60	40,480.96	41,290.08
53	Medical Assistant	Agency Assistant Medical Assistant	2080	Hourly	16.362	16.853	17.359	17.879	18.416	18.968	19.347
				Monthly	2,836.08	2,921.19	3,008.89	3,099.03	3,192.11	3,287.79	3,353.48
				Annual	34,032.96	35,054.24	36,106.72	37,188.32	38,305.28	39,453.44	40,241.76
54	Information Technology	Computer Resource Worker	2080	Hourly	24.077	24.799	25.543	26.309	27.099	27.912	28.470
				Monthly	4,173.35	4,298.49	4,427.45	4,560.23	4,697.16	4,838.08	4,934.80
				Annual	50,080.16	51,581.92	53,129.44	54,722.72	56,365.92	58,056.96	59,217.60
55	Finance Officer	Accountant	2080	Hourly	23.651	24.361	25.091	25.844	26.620	27.418	27.966
				Monthly	4,099.51	4,222.57	4,349.11	4,479.63	4,614.13	4,752.45	4,847.44
				Annual	49,194.08	50,670.88	52,189.28	53,755.52	55,369.60	57,029.44	58,169.28
No Match	No Match	Intake Worker - PIO (April 1, 2001)	2080	Hourly	16.681	16.969	17.258	17.546	17.833	18.121	18.483
				Monthly	2,891.37	2,941.29	2,991.39	3,041.31	3,091.05	3,140.97	3,203.72
				Annual	34,696.48	35,295.52	35,896.64	36,495.68	37,092.64	37,691.68	38,444.64
No Match	No Match	Intake Worker - PIO (April 1, 1999)	2080	Hourly	18.904	19.732	20.620	21.394	22.603	23.708	24.182
				Monthly	3,276.69	3,420.21	3,574.13	3,708.29	3,917.85	4,109.39	4,191.55
				Annual	39,320.32	41,042.56	42,889.60	44,499.52	47,014.24	49,312.64	50,298.56
No Match	No Match	Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	18.410	18.698	18.985	19.272	19.562	19.850	20.247
				Monthly	3,191.07	3,240.99	3,290.73	3,340.48	3,390.75	3,440.67	3,509.48
				Annual	38,292.80	38,891.84	39,488.80	40,085.76	40,688.96	41,288.00	42,113.76
No Match	No Match	Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	18.904	19.732	20.620	21.394	22.603	23.708	24.182
				Monthly	3,276.69	3,420.21	3,574.13	3,708.29	3,917.85	4,109.39	4,191.55
				Annual	39,320.32	41,042.56	42,889.60	44,499.52	47,014.24	49,312.64	50,298.56

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	18.920	19.755	20.642	21.416	22.626	23.730	24.205
				Monthly	3,279.47	3,424.20	3,577.95	3,712.11	3,921.84	4,113.20	4,195.53
				Annual	39,353.60	41,090.40	42,935.36	44,545.28	47,062.08	49,358.40	50,346.40
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	24.100	24.823	25.568	26.335	27.125	27.939	28.497
				Monthly	4,177.33	4,302.65	4,431.79	4,564.73	4,701.67	4,842.76	4,939.48
				Annual	50,128.00	51,631.84	53,181.44	54,776.80	56,420.00	58,113.12	59,273.76
	No Match	Workplace Safety and Support	2080	Hourly	11.893	12.428	12.889	13.110	14.072		14.354
				Monthly	2,061.45	2,154.19	2,234.09	2,272.40	2,439.15		2,488.03
				Annual	24,737.44	25,850.24	26,809.12	27,268.80	29,269.76		29,856.32

## SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2014 – TRADES SECTOR CLASSIFICATIONS

Addition of 20 Year Scale - Market Adjustment - Denoted with \*

Stand. Group #	Occupational Group	Employer Classification	Market Adjustment %	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
12C	Engineer 5th Class <sup>†</sup>	Maintenance Engineer (5th Class) <sup>†</sup>	-	Hourly	2080	Hourly	21.281					21.706
				Monthly		Monthly	3,688.71					3,762.37
				Annual		Annual	44,264.48					45,148.48
	No Match	Maintenance Engineer (5th Class) - PIO <sup>†</sup>	-	Hourly	2080	Hourly	25.336	26.114				26.636
				Monthly		Monthly	4,391.57	4,526.43				4,616.91
				Annual		Annual	52,698.88	54,317.12				55,402.88

<sup>†</sup> The same percentage rate adjustments as is applied to the 4th class Engineer

<sup>†</sup> Rates Linked to Trades Sector

### MA - Market Adjustment

\* 1.82% MA - Engineer 2nd Class

\*\* 0.56% MA - Industrial Mechanic

\*\*\* 0.55% MA - Certified Technologist, Electrician, Licensed Technician, Plumber / Steamfitter

# CUPE LOCAL 2348 AND KLINIC INC.

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2015

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
13	Health Care Aide	Health Care Aide	2080	Hourly	17.907	18.444	18.997	19.567	20.154	20.759	21.174
				Monthly	3,103.88	3,196.96	3,292.81	3,391.61	3,493.36	3,598.23	3,670.16
				Annual	37,246.56	38,363.52	39,513.76	40,699.36	41,920.32	43,178.72	44,041.92
16F	Health Records	Health Records Technician	2080	Hourly	18.261	18.809	19.373	19.954	20.553	21.170	21.593
				Monthly	3,165.24	3,260.23	3,357.99	3,458.69	3,562.52	3,669.47	3,742.79
				Annual	37,982.88	39,122.72	40,295.84	41,504.32	42,750.24	44,033.60	44,913.44
16I	Secretary II	Administrative Assistant	2080	Hourly	17.208	17.724	18.255	18.803	19.367	19.948	20.347
				Monthly	2,982.72	3,072.16	3,164.20	3,259.19	3,356.95	3,457.65	3,526.81
				Annual	35,792.64	36,865.92	37,970.40	39,110.24	40,283.36	41,491.84	42,321.76
53	Medical Assistant	Agency Assistant Medical Assistant	2080	Hourly	16.771	17.274	17.792	18.326	18.876	19.442	19.831
				Monthly	2,906.97	2,994.16	3,083.95	3,176.51	3,271.84	3,369.95	3,437.37
				Annual	34,883.68	35,929.92	37,007.36	38,118.08	39,262.08	40,439.36	41,248.48
54	Information Technology	Computer Resource Worker	2080	Hourly	24.679	25.419	26.182	26.967	27.776	28.609	29.182
				Monthly	4,277.69	4,405.96	4,538.21	4,674.28	4,814.51	4,958.89	5,058.21
				Annual	51,332.32	52,871.52	54,458.56	56,091.36	57,774.08	59,506.72	60,698.56
55	Finance Officer	Accountant	2080	Hourly	24.242	24.970	25.719	26.490	27.285	28.104	28.666
				Monthly	4,201.95	4,328.13	4,457.96	4,591.60	4,729.40	4,871.36	4,968.77
				Annual	50,423.36	51,937.60	53,495.52	55,099.20	56,752.80	58,456.32	59,625.28
No Match		Intake Worker - PIO (April 1, 2001)	2080	Hourly	17.098	17.393	17.690	17.985	18.279	18.574	18.945
				Monthly	2,963.65	3,014.79	3,066.27	3,117.40	3,168.36	3,219.49	3,283.80
				Annual	35,563.84	36,177.44	36,795.20	37,408.80	38,020.32	38,633.92	39,405.60
No Match		Intake Worker - PIO (April 1, 1999)	2080	Hourly	19.377	20.225	21.135	21.929	23.168	24.301	24.787
				Monthly	3,358.68	3,505.67	3,663.40	3,801.03	4,015.79	4,212.17	4,296.41
				Annual	40,304.16	42,068.00	43,960.80	45,612.32	48,189.44	50,546.08	51,556.96
No Match		Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	18.870	19.165	19.459	19.754	20.051	20.346	20.753
				Monthly	3,270.80	3,321.93	3,372.89	3,424.03	3,475.51	3,526.64	3,597.19
				Annual	39,249.60	39,863.20	40,474.72	41,088.32	41,706.08	42,319.68	43,166.24
No Match		Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	19.377	20.225	21.135	21.929	23.168	24.301	24.787
				Monthly	3,358.68	3,505.67	3,663.40	3,801.03	4,015.79	4,212.17	4,296.41
				Annual	40,304.16	42,068.00	43,960.80	45,612.32	48,189.44	50,546.08	51,556.96

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	19.393	20.249	21.158	21.952	23.192	24.323	24.810
				Monthly	3,361.45	3,509.83	3,667.39	3,805.01	4,019.95	4,215.99	4,300.40
				Annual	40,337.44	42,117.92	44,008.64	45,660.16	48,239.36	50,591.84	51,604.80
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	24.703	25.444	26.207	26.993	27.803	28.637	29.210
				Monthly	4,281.85	4,410.29	4,542.55	4,678.79	4,819.19	4,963.75	5,063.07
				Annual	51,382.24	52,923.52	54,510.56	56,145.44	57,830.24	59,564.96	60,756.80
	No Match	Workplace Safety and Support	2080	Hourly	12.191	12.739	13.211	13.438	14.424		14.713
				Monthly	2,113.11	2,208.09	2,289.91	2,329.25	2,500.16		2,550.25
				Annual	25,357.28	26,497.12	27,478.88	27,951.04	30,001.92		30,603.04

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2015 – TRADES SECTOR CLASSIFICATIONS

General Increase 2.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
12C	Engineer 5th Class	Maintenance Engineer (5th Class) <sup>T</sup>	2080	Hourly	21.813						22.249
				Monthly	3,780.92						3,856.49
				Annual	45,371.04						46,277.92
	No Match	Maintenance Engineer (5th Class) - PIO <sup>T</sup>	2080	Hourly	25.969	26.767					27.302
				Monthly	4,501.29	4,639.61					4,732.35
				Annual	54,015.52	55,675.36					56,788.16

<sup>T</sup> Rates Linked to Trades Sector



# CUPE LOCAL 2348 AND KLINIC INC.

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

General Increase 1.5%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 <sup>Note 1</sup>
41	Dietician	Dietician <sup>P</sup>	2080	Hourly	26.644	27.555	28.578	29.615	30.708	31.840	33.097	34.365	35.681	36.395
				Monthly	4,618.29	4,776.20	4,953.52	5,133.27	5,322.72	5,518.93	5,736.81	5,956.60	6,184.71	6,308.47
				Annual	55,419.52	57,314.40	59,442.24	61,599.20	63,872.64	66,227.20	68,841.76	71,479.20	74,216.48	75,701.60
42	Counsellor / Coordinator (BSW)	Community Health Worker <sup>P</sup>	2080	Hourly	26.288	27.475	28.713	30.037	31.396	32.771	34.050	34.360		35.047
		Counsellor <sup>P</sup>		Monthly	4,556.59	4,762.33	4,976.92	5,206.41	5,441.97	5,680.31	5,902.00	5,955.73		6,074.81
		Reproductive Health Worker <sup>P</sup>		Annual	54,679.04	57,148.00	59,723.04	62,476.96	65,303.68	68,163.68	70,824.00	71,468.80		72,897.76
43	Clinical Supervisor (MSW)	Clinical Supervisor <sup>P</sup>	2080	Hourly	27.440	28.558	29.730	30.992	32.295	33.615	34.846	35.096	36.325	37.052
				Monthly	4,756.27	4,950.05	5,153.20	5,371.95	5,597.80	5,826.60	6,039.97	6,083.31	6,296.33	6,422.35
				Annual	57,075.20	59,400.64	61,838.40	64,463.36	67,173.60	69,919.20	72,479.68	72,999.68	75,556.00	77,068.16
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	26.878	28.116	29.405	30.785	32.220	33.717				34.392
				Monthly	4,658.85	4,873.44	5,096.87	5,336.07	5,584.80	5,844.28				5,961.28
				Annual	55,906.24	58,481.28	61,162.40	64,032.80	67,017.60	70,131.36				71,535.36
51	Social Worker (MSW)	Low Cost Counsellor <sup>P</sup>	2080	Hourly	27.440	28.558	29.730	30.992	32.295	33.615	34.846	35.096	36.325	37.052
				Monthly	4,756.27	4,950.05	5,153.20	5,371.95	5,597.80	5,826.60	6,039.97	6,083.31	6,296.33	6,422.35
				Annual	57,075.20	59,400.64	61,838.40	64,463.36	67,173.60	69,919.20	72,479.68	72,999.68	75,556.00	77,068.16
	No Match	Low Cost Counsellor - PIO <sup>P</sup>	2080	Hourly	28.544	29.496	30.560	31.600	32.722	34.195	35.562	36.508	37.787	38.543
				Monthly	4,947.63	5,112.64	5,297.07	5,477.33	5,671.81	5,927.13	6,164.08	6,328.05	6,549.75	6,680.79
				Annual	59,371.52	61,351.68	63,564.80	65,728.00	68,061.76	71,125.60	73,968.96	75,936.64	78,596.96	80,169.44
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	19.562	20.148	20.752	21.375	22.001	22.675	23.359			23.826
				Monthly	3,390.75	3,492.32	3,597.01	3,705.00	3,813.51	3,930.33	4,048.89			4,129.84
				Annual	40,688.96	41,907.84	43,164.16	44,460.00	45,762.08	47,164.00	48,586.72			49,558.08

<sup>P</sup> Rates Linked to Professional Technical Sector

# CUPE LOCAL 2348 AND KLINIC INC.

## SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2015 – TRADES SECTOR CLASSIFICATIONS

Market Adjustment - Denoted with \*

Stand. Group #	Occupational Group	Employer Classification	Market Adjustment %	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
12C	Engineer 5th Class <sup>*</sup>	Maintenance Engineer (5th Class) <sup>†</sup>	-	2080	Hourly	21.813						22.249
					Monthly	3,780.92						3,856.49
					Annual	45,371.04						46,277.92
	No Match	Maintenance Engineer (5th Class) - PIO <sup>†</sup>	-	2080	Hourly	25.969	26.767					27.302
					Monthly	4,501.29	4,639.61					4,732.35
					Annual	54,015.52	55,675.36					56,788.16

<sup>†</sup> The same percentage rate adjustments as is applied to the 4th class Engineer

<sup>†</sup> Rates Linked to Trades Sector

\* 1.90% MA - Engineer 2nd Class

\*\* 0.52% MA - Industrial Mechanic

\*\*\* 0.49% MA - Certified Technologist, Electrician, Licensed Technician, Plumber / Steamfitter

**CUPE LOCAL 2348 AND KLINIC INC.**

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2016**

**General Increase 2%**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
13	Health Care Aide	Health Care Aide	2080	Hourly	18.265	18.813	19.377	19.958	20.557	21.174	21.597
				Monthly	3,165.93	3,260.92	3,358.68	3,459.39	3,563.21	3,670.16	3,743.48
				Annual	37,991.20	39,131.04	40,304.16	41,512.64	42,758.56	44,041.92	44,921.76
16F	Health Records	Health Records Technician	2080	Hourly	18.626	19.185	19.761	20.354	20.964	21.593	22.025
				Monthly	3,228.51	3,325.40	3,425.24	3,528.03	3,633.76	3,742.79	3,817.67
				Annual	38,742.08	39,904.80	41,102.88	42,336.32	43,605.12	44,913.44	45,812.00
16I	Secretary II	Administrative Assistant	2080	Hourly	17.552	18.078	18.621	19.179	19.755	20.347	20.754
				Monthly	3,042.35	3,133.52	3,227.64	3,324.36	3,424.20	3,526.81	3,597.36
				Annual	36,508.16	37,602.24	38,731.68	39,892.32	41,090.40	42,321.76	43,168.32
53	Medical Assistant	Agency Assistant	2080	Hourly	17.107	17.620	18.148	18.693	19.254	19.831	20.228
		Medical Assistant		Monthly	2,965.21	3,054.13	3,145.65	3,240.12	3,337.36	3,437.37	3,506.19
				Annual	35,582.56	36,649.60	37,747.84	38,881.44	40,048.32	41,248.48	42,074.24
54	Information Technology	Computer Resource Worker	2080	Hourly	25.172	25.927	26.705	27.506	28.332	29.182	29.765
				Monthly	4,363.15	4,494.01	4,628.87	4,767.71	4,910.88	5,058.21	5,159.27
				Annual	52,357.76	53,928.16	55,546.40	57,212.48	58,930.56	60,698.56	61,911.20
55	Finance Officer	Accountant	2080	Hourly	24.727	25.469	26.233	27.020	27.831	28.666	29.239
				Monthly	4,286.01	4,414.63	4,547.05	4,683.47	4,824.04	4,968.77	5,068.09
				Annual	51,432.16	52,975.52	54,564.64	56,201.60	57,888.48	59,625.28	60,817.12
No Match		Intake Worker - PIO (April 1, 2001)	2080	Hourly	17.440	17.741	18.044	18.345	18.644	18.945	19.324
				Monthly	3,022.93	3,075.11	3,127.63	3,179.80	3,231.63	3,283.80	3,349.49
				Annual	36,275.20	36,901.28	37,531.52	38,157.60	38,779.52	39,405.60	40,193.92
No Match		Intake Worker - PIO (April 1, 1999)	2080	Hourly	19.764	20.629	21.558	22.368	23.631	24.787	25.282
				Monthly	3,425.76	3,575.69	3,736.72	3,877.12	4,096.04	4,296.41	4,382.21
				Annual	41,109.12	42,908.32	44,840.64	46,525.44	49,152.48	51,556.96	52,586.56
No Match		Administrative Assistant - PIO (April 1, 2001)	2080	Hourly	19.248	19.549	19.848	20.149	20.452	20.753	21.168
				Monthly	3,336.32	3,388.49	3,440.32	3,492.49	3,545.01	3,597.19	3,669.12
				Annual	40,035.84	40,661.92	41,283.84	41,909.92	42,540.16	43,166.24	44,029.44
No Match		Administrative Assistant - PIO (April 1, 1999)	2080	Hourly	19.764	20.629	21.558	22.368	23.631	24.787	25.282
				Monthly	3,425.76	3,575.69	3,736.72	3,877.12	4,096.04	4,296.41	4,382.21
				Annual	41,109.12	42,908.32	44,840.64	46,525.44	49,152.48	51,556.96	52,586.56

# CUPE LOCAL 2348 AND KLINIC INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
	No Match	Medical Assistant - PIO (April 1, 1999)	2080	Hourly	19.781	20.654	21.581	22.391	23.656	24.810	25.306
				Monthly	3,428.71	3,580.03	3,740.71	3,881.11	4,100.37	4,300.40	4,386.37
				Annual	41,144.48	42,960.32	44,888.48	46,573.28	49,204.48	51,604.80	52,636.48
	No Match	Computer Resource Worker - PIO (March 31, 2008)	2080	Hourly	25.197	25.953	26.731	27.533	28.359	29.210	29.794
				Monthly	4,367.48	4,498.52	4,633.37	4,772.39	4,915.56	5,063.07	5,164.29
				Annual	52,409.76	53,982.24	55,600.48	57,268.64	58,986.72	60,756.80	61,971.52
	No Match	Workplace Safety and Support	2080	Hourly	12.434	12.994	13.475	13.707	14.713		15.007
				Monthly	2,155.23	2,252.29	2,335.67	2,375.88	2,550.25		2,601.21
				Annual	25,862.72	27,027.52	28,028.00	28,510.56	30,603.04		31,214.56

## SCHEDULE "A" – EFFECTIVE APRIL 1, 2016 – TRADES SECTOR CLASSIFICATIONS

Stand. Group #	Occupational Group	Employer Classification <sup>1</sup>	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
12C	Engineer 5th Class	Maintenance Engineer (5th Class) <sup>T</sup>	2080	Hourly							
				Monthly							
				Annual							
								To be determined.			
	No Match	Maintenance Engineer (5th Class) - PIO <sup>T</sup>	2080	Hourly							
				Monthly							
				Annual							
								To be determined.			

<sup>T</sup> Subject to the negotiated settlement at the OEM Central Table.

<sup>T</sup> Rates Linked to Trades Sector

**CUPE LOCAL 2348 AND KLINIC INC.**

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

General Increase 2%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours		Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Year 20 <sup>Note 1</sup>
41	Dietician****	Dietician <sup>P</sup>	2080	Hourly	27.945	28.901	29.973	31.060	32.207	33.394	34.713	36.043	37.422		38.172
				Monthly	4,843.80	5,009.51	5,195.32	5,383.73	5,582.55	5,788.29	6,016.92	6,247.45	6,486.48		6,616.48
				Annual	58,125.60	60,114.08	62,343.84	64,604.80	66,990.56	69,459.52	72,203.04	74,969.44	77,837.76		79,397.76
42	Counsellor / Coordinator (BSW)****	Community Health Worker <sup>P</sup>	2080	Hourly	29.280	30.160	31.064	31.997	32.958	33.948	34.968	36.018	37.098	38.212	38.976
		Counsellor <sup>P</sup>		Monthly	5,075.28	5,227.75	5,384.42	5,546.12	5,712.69	5,884.30	6,061.12	6,243.14	6,430.37	6,623.47	6,755.96
		Reproductive Health Worker <sup>P</sup>		Annual	60,903.38	62,733.00	64,612.99	66,553.44	68,552.32	70,611.65	72,733.44	74,917.70	77,164.43	79,481.68	81,071.51
43	Clinical Supervisor (MSW)****	Clinical Supervisor <sup>P</sup>	2080	Hourly	31.883	32.840	33.826	34.842	35.888	36.967	38.077	39.221	40.399		41.207
				Monthly	5,526.31	5,692.21	5,863.15	6,039.29	6,220.64	6,407.53	6,599.97	6,798.27	7,002.46		7,142.34
				Annual	66,315.67	68,306.49	70,357.76	72,471.49	74,647.69	76,890.39	79,199.58	81,579.29	84,029.53		85,708.03
44	Laboratory Technologist - General Duty	Laboratory Technologist II <sup>P</sup>	2080	Hourly	27.415	28.678	29.993	31.401	32.865	34.392					35.080
				Monthly	4,751.93	4,970.85	5,198.79	5,442.84	5,696.60	5,961.28					6,080.53
				Annual	57,023.20	59,650.24	62,385.44	65,314.08	68,359.20	71,535.36					72,966.40
51	Social Worker (MSW)****	Low Cost Counsellor <sup>P</sup>	2080	Hourly	31.883	32.840	33.826	34.842	35.888	36.967	38.077	39.221	40.399		41.207
				Monthly	5,526.31	5,692.21	5,863.15	6,039.29	6,220.64	6,407.53	6,599.97	6,798.27	7,002.46		7,142.34
				Annual	66,315.67	68,306.49	70,357.76	72,471.49	74,647.69	76,890.39	79,199.58	81,579.29	84,029.53		85,708.03
	No Match	Low Cost Counsellor - PIO <sup>P</sup>	2080	Hourly	29.115	30.086	31.171	32.232	33.376	34.879	36.274	37.238	38.542		39.314
				Monthly	5,046.60	5,214.91	5,402.97	5,586.88	5,785.17	6,045.69	6,287.49	6,454.59	6,680.61		6,814.43
				Annual	60,559.20	62,578.88	64,835.68	67,042.56	69,422.08	72,548.32	75,449.92	77,455.04	80,167.36		81,773.12
	No Match	Lab Assistant <sup>P</sup>	2080	Hourly	19.953	20.551	21.167	21.803	22.442	23.129	23.827				24.303
				Monthly	3,458.52	3,562.17	3,668.95	3,779.19	3,889.95	4,009.03	4,130.01				4,212.52
				Annual	41,502.24	42,746.08	44,027.36	45,350.24	46,679.36	48,108.32	49,560.16				50,550.24

<sup>P</sup> Rates Linked to Professional Technical Sector

\*\*\*\*Standardization

## **CUPE LOCAL 2348 AND KLINIC INC.**

### **Note 1 – Long Service Step application for all employees covered by this agreement is:**

- # 1** Effective October 1, 2012, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A".  
Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
- (i) Twenty (20) or more years of continuous service; and
  - (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

- # 2** Employees who do not meet the above criteria on October 1, 2012, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

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

### **Note 2 – Long Service Step application for all employees covered by this agreement is:**

- # 1** Effective October 1, 2014, a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A".  
Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion of the following:
- (i) Twenty (20) or more years of continuous service; and
  - (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.

- # 2** Employees who do not meet the above criteria on October 1, 2014, shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

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

**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: DEFERRED SALARY LEAVE PLAN**

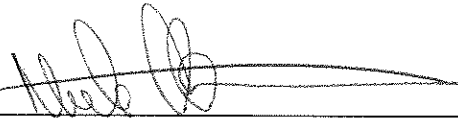
---

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

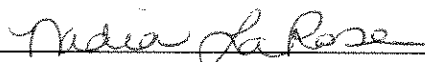

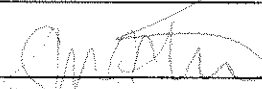
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX "C"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: CENTRAL TABLE STAFFING COMMITTEE**

---

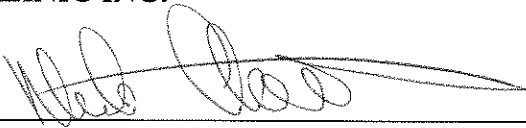
Central Table (Local 2343 and 2348) Staffing Committee

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

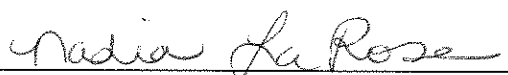
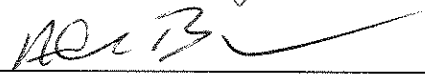
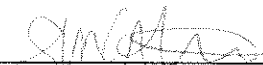
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16



**APPENDIX “D”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: JOB SHARING**

---

Preamble

The philosophy of alternate work arrangements such as job sharing recognizes that employees have obligations and commitments outside the workplace. Job sharing provides employees with greater flexibility to balance the demands of their work and personal lives. Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Union.

Definitions

A “Job Share” is an alternative work arrangement whereby the duties and responsibilities of a full-time position are shared between two employees with concurrence from both the Employer and the Union.

A “Job Share Employee” is one who is employed in a job share position.

Section 1 – General Terms and Conditions

1.01 Requests to Job Share

Requests for job sharing will be employee initiated and will be made through the Employer. Permission to job share will be given at the discretion of the Program Director. The responsibility for finding a suitable job share partner rests with the employee. If an employee is unable to find a job share partner on her own, the position may be posted and filled in accordance with Article 17 of the Collective Agreement. The Employer cannot initiate such a posting without the agreement of the Union.

Positions filled by job sharing must lend themselves to this kind of staffing arrangement and create minimal disruption to the operation of the Employer. Positions which are job shared must be done so at no additional cost to the Employer.

- 1.02 Concurrence of the Union  
Prior to any employees commencing a job share, concurrence from the Union shall be obtained. This shall occur at the level of the Labour/Management Committee.
- 1.03 Reconsideration of Employer Decision  
In the event the Employer is unwilling to allow a job share arrangement, the initiating employee may request a meeting in order to make a further representation. The employee may request the presence of a Union representative. The Employer will render a final decision within one week of the meeting.
- 1.04 Mandatory Completing of Probation  
Only employees who have completed their probationary period within their existing positions and who are qualified to carry out all the duties of the job sharing position shall be considered for job sharing.
- 1.05 Only One Job Share at a Time  
Employees may not hold more than one job share position at any one time.
- 1.06 Status of Applicants for Job Sharing  
Applicants for job sharing must be of the same labour class. The job being shared must be held by one of the incumbents requesting the job share. Upon commencement of the job share the original employee will still own the position but not in such a way as it grants her any authority over the other job sharer. Upon conclusion of the job share each employee will revert to her former status.
- 1.07 Six Month Review  
Each job share will be reviewed by the employees and the Employer six (6) months after the job share begins. Employees who do not wish to continue the job share shall have the right to return to their original positions at a mutually agreed upon date and the job share agreement shall end.
- 1.08 Temporary Vacancy in a Job Share  
If a job share employee takes an extended leave of absence (i.e., maternity leave) the remaining job share partner is offered the option of working full-time. In the event that she declines she may elect to find another temporary job share partner or the position will be posted in accordance with Article 17 of the Collective Agreement.
- 1.09 Notice to terminate a Job Share Agreement  
A party to a job share agreement must give one (1) month written notice of her intention to terminate the agreement. This applies to both the employees and the Employer. The Employer shall not unreasonably discontinue a job share.

1.10 Elimination of Positions and Conclusions of Job Shares

Should the regular position of one of the job sharers be eliminated over the course of the job share, she shall be notified by the Employer and entitled to exercise her rights as though she had continued to remain in the job.

Upon the conclusion of job shares which have been renewed and continued for more than one (1) year, job sharers shall return to comparable positions at not less than the same wages. Should the original employee either resign her position or be promoted, the job share arrangement will be terminated.

1.11 When a Party to a Job Share Terminates her Involvement

An original employee whose job share partner terminates her involvement is responsible for finding a new partner should she still wish to continue job sharing. She shall also be responsible for filling that position on a full-time basis until a new job sharing partner is found. The Employer reserves the right to decide whether or not to allow a position to continue as a job share if one party discontinues her participation in it.

1.12 Full-Time Vacancies as a Result of Job Sharing Agreements

In the event of a full-time position becoming vacant as a result of a job sharing agreement, that position will be posted as a 1-year term after which it may be posted and filled permanently.

1.13 Promotion and Lateral Transfer

A job sharing employee will be eligible to apply for either promotion or lateral transfer. If she is successful she will be required to terminate the job share arrangement and assume the duties of her new position on the date specified by the Program Director.

1.14 Multiple Job Share Requests

If there is more than one request to job share within a program and that program cannot reasonably accommodate more than one shared position, should a job share be approved, preference will be given to the employee with the most seniority.

Section 2 – Rates of Pay and Benefits

2.01 Overtime

Time worked beyond an employee's scheduled share of the position will be paid at overtime rates in accordance with Article 23. Additional time worked which is not related to the job shared position shall be paid at straight time rates unless the total hours are in excess of the daily or biweekly hours of work.

2.02 Minimum Hours Shared

The minimum number of hours to be filled by a job sharer shall be eight (8) hours per week.

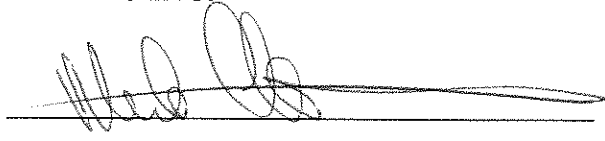
2.03 Job Share Renewal

Each job-sharing arrangement must be renewed annually. Job sharers must provide at least one month written notice of their intent to renew their job sharing agreement. In no case will a job share arrangement exceed twelve (12) years.


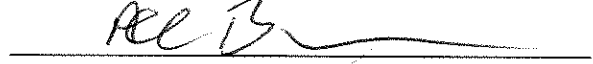
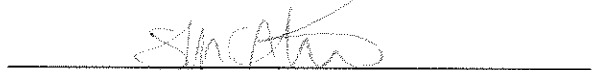
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MK:cbc/cope 491  
19-May-16

**APPENDIX "E"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: VACATION CARRYOVER**

---

The Employer and the Union agree that vacation earned in any year is to be taken in the following vacation year; however employees shall be entitled to carryover up to a maximum of ten (10) working days' vacation. Any vacation carryover beyond ten (10) working days must be by mutual agreement between the Employer and the employee.


The Employer shall provide to each employee a notice with the amount of any remaining vacation time by the end of February.

The employee shall be given the opportunity to request remaining unscheduled vacation entitlement less vacation carryover by March 10<sup>th</sup> of each year on a first come, first serve basis. Where a conflict exists between employee preference, the employee with the most seniority shall be assigned the vacation period in dispute. Any vacation entitlement not requested by March 10<sup>th</sup> or approved for carryover, may at the discretion of the Employer, be scheduled by the Employer.

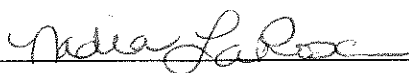
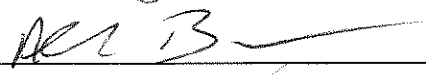
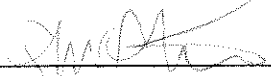
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_

**APPENDIX "F"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: PERMANENT REHABILITATIVE EMPLOYMENT**

---

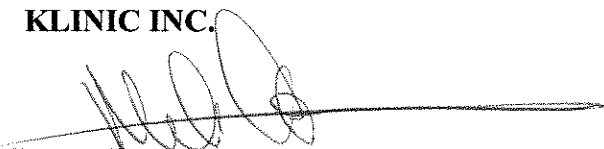
The parties agree that the rehabilitation of disabled employees is a concern of the Employer, the Union and the employee.

The parties agree to explore the feasibility of establishing a rehabilitative employment program to accommodate employees who are disabled and thereby displaced from their former employment with a view, if possible, towards developing a program which would supplement, and not replace, disability programs currently in place, such as **D&R**.


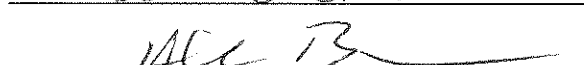
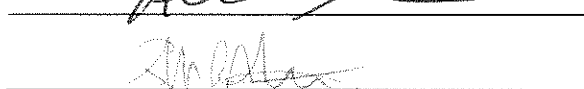
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MK:cbc/cope 491  
19-May-16

**APPENDIX "G"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: OVERNIGHT BREAKS**

---

The Employer and the Union acknowledge their commitment to work together to develop a more workable solution to the issue of "uninterrupted rest periods and meal breaks" in the afterhours operation of the Agency. The current practice will continue to be followed until such time as the Employer and the Union can agree on an alternative solution.


The current practice is as follows:

- On overnight shifts, staff are entitled to uninterrupted meal breaks. In the event that a meal break is interrupted, the employee is entitled to be paid at overtime rates for that break.
- If a rest period is interrupted, the employee will endeavour to take the rest period during the balance of the shift. If this is not possible, the employee will be entitled to payment of this rest period at overtime rates.

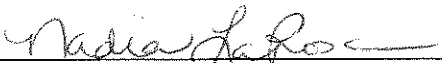
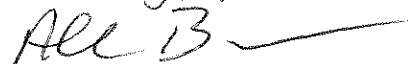
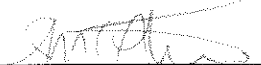
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX "H"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: INCOME PROTECTION AND OVERNIGHT WORKERS**


---

The Employer and the Union acknowledge the documented research on the negative physiological and psychosocial impact of overnight shifts. Both parties agree to explore possible strategies to reduce the negative impact of overnight work.

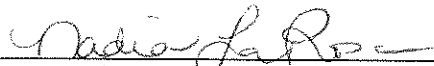

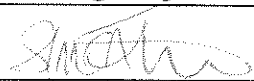
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MK:cbc/cope 491  
19-May-16



**APPENDIX "I"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: RELIGIOUS HOLY DAYS**

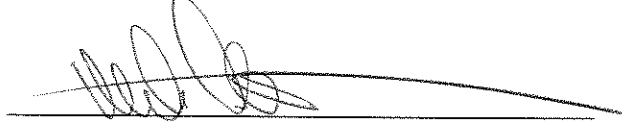
---

The Employer and the Union agree that the Employer shall grant leaves of absence up to a maximum of three (3) days per year without loss of pay for major religious holy days normally observed by the employee's religion and which occurs on a day when that employee is regularly scheduled to work. Employees requiring religious holy leaves shall provide a notification period of ten (10) working days, in writing, to the Employer.

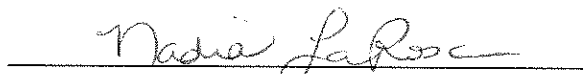

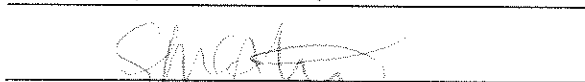
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MK:cbc/cope 491  
19-May-16

**APPENDIX “J”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: GENERAL WAGE STANDARDIZATION FUND**

---

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

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

Phase I

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

Phase II

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

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

PRINCIPLES:

- i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

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

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

## Phase II

Salaries are to be increased in accordance with the following:

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

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

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

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

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

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

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

Calculation = 10.08% x \$1.50 x 1000 = \$151.20

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

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

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

- iv) a three percent (3%) differential will be established between each step on the salary scale (scale built from agreed to target top rate working downwards) for all salary scales created through Wage Standardization (except for exclusions listed above);
- v) for the purpose of implementation of newly established salary ranges, methodology for step placement will be as follows:
  - (a) Placement onto newly established scale at nearest step affording an increase.
  - (b) Cannot result in placement on standard scale at a lower step than current step on scale.
  - (c) Where current scale has a lesser number of steps than newly established scale, previous years of service shall be recognized through placement. Previous service years to be determined with use of Article 28.06. Illustration of step placement provided in Example 2.
  - (d) Where the current scale has greater than 6 steps, those employees at Step 6 and above shall be placed at Step 6 of the newly established scale. Illustration of step placement provided Example 3.

#### Example 1

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

#### Example 2

Incumbents may be placed onto 'New Scale' at either Step 4 or Step 5. Placement onto Step 5 conditional upon meeting criteria of v) (c) above, and Article 28.06 of collective agreement. i.e. If the employee has been paid on current Step 4 for greater than one (1) anniversary period, employee will be placed at Step 5 on new scale.

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

#### Example 3

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

vi) Present Incumbent Only (PIO):

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

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

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

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

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

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

viii) positions identified as unique (i.e., 'No Match' or no comparison to other health support classifications) are not eligible for standardization adjustments. Existing scale is to be maintained.

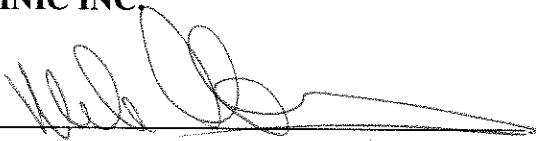
ix) future salary increments to be processed in accordance with collective agreement Article 28.06.

x) should standardization be achieved before the fund is fully expended, the parties agree that the terms of the letter of agreement have been met.


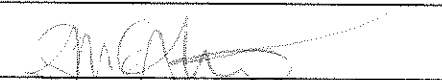
Matters contained in this Letter of Understanding shall not be subject to the grievance and arbitration procedure.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
Nadia J. Rose  
RLB  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX "K"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: WAGE ADJUSTMENT – NURSING CLASSIFICATIONS**

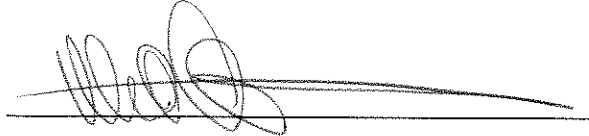
---

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

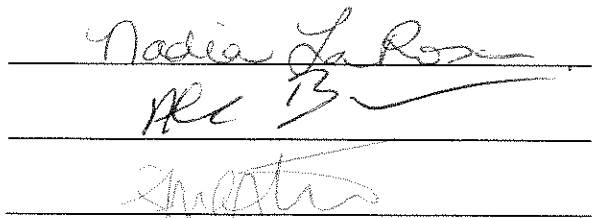
1. Classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the MNU central table collective agreement.
2. Classifications listed herein may be revised to remove or include additional classifications, as deemed necessary by the Parties,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

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**



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



Nadia La Rose

**APPENDIX "L"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: REPRESENTATIONAL ABORIGINAL WORK FORCE**

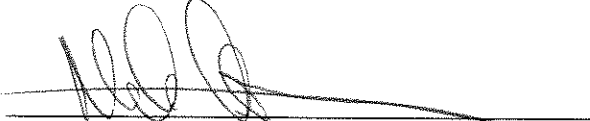
---

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

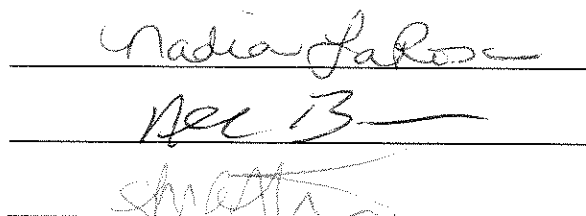
- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
  - Foster mutual respect, trust, fairness, open communication and understanding;
  - Focus on recruiting, training and career development of Aboriginal workers;
  - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the workforce;
  - Facilitate constructive race and cultural relations.
- (c) Promote and publicize initiatives undertaken to encourage, facilitate and support the development of a representative work force.
- (d) Implement education opportunities for all employees to promote cultural awareness of Aboriginal peoples. This will include enhanced orientation sessions for new employees to ensure better understanding of respectful work practices to achieve a harassment free environment.
- (e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**



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





**APPENDIX "M"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: INTERNATIONAL WOMEN'S DAY**


---

Because both parties agree that:

1. March 8<sup>th</sup> is an occasion marked by women's groups around the world representing nine decades of struggle for equality, justice, peace and development;
2. This date is commemorated at the United Nations and is designated in many countries as a national holiday "...to reflect on progress made, to call for change and to celebrate acts of courage and determination by ordinary women who have played an extraordinary role in the history of women's rights" (UN website);
3. Klinik is a community based organization and serves as a voice for equality, social justice and social change, and that;
4. Women continue to struggle for equality, justice, peace and development worldwide and in the community Klinik serves, March 8<sup>th</sup> shall be the day recognized by the Employer and the Union as the holiday referred to in Article 24 to enable employees to fully participate in activities to celebrate and continue to call for change.


Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**




---

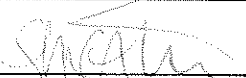
**FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348**



---



---



---

**APPENDIX "N"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: MAINTENANCE OF WAGE STANDARDIZATION**

WHEREAS Health Care Employers represented by the Labour Relations Secretariat and Health Care Unions (hereinafter "the Parties") have negotiated provisions to work toward the attainment of wage standardization in the facility support sector for classifications performing the same duties;

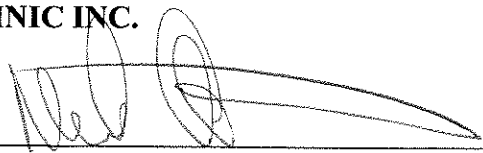
AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

AND WHEREAS the Parties agree that Wage Standardization must be maintained while at the same time recognizing that bona fide and significant changes to an employee's or group of employees job content may result in a request for review of the wage scale;

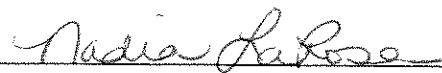
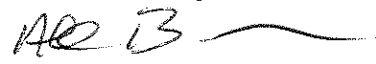
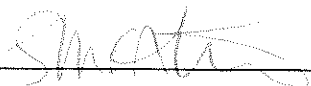
THEREFORE the Parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support Collective Agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification requirements consistent with the stated purpose of ensuring the maintenance of wage standardization. The time frame for the joint committee to conclude its deliberations is ninety (90) days from its first meeting.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**



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

**APPENDIX "O"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

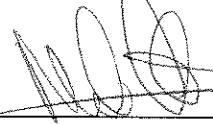
**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI)  
REBATE, TRAINING AND EDUCATION FUND**

---


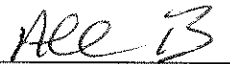

The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC).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

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX “P”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE**

---

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

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

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

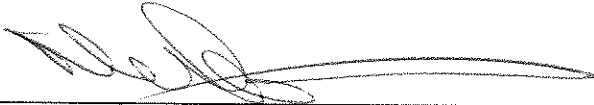
The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

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

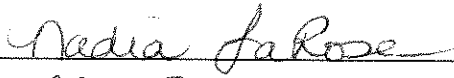
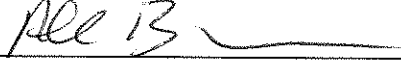
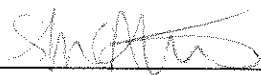
The Provincial Facility Support Sector Advisory Committee will be in existence for the duration of the Collective Agreement and will be extended if agreed to between the Parties.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX "Q"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

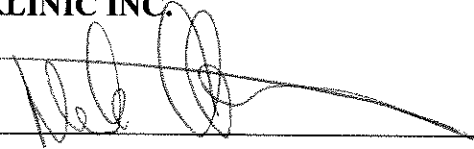
**RE: PENSION OR BENEFIT PLAN IMPROVEMENTS**

---



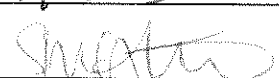
During the term of the **2012 to 2017** Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX “R”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: EMPLOYMENT EQUITY VALUES STATEMENT**

---

The Employer and the Union agree that minority communities comprised of individuals from equity member groups are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate their employment in health care occupations at all levels.

The Employer and the Union agree to promote the principles of employment equity. Employment equity is a strategy designed to ameliorate the present and residual effects of discrimination and seeks to include under-represented persons in all aspects of employment opportunities.

For the purposes of this statement equity member groups include Aboriginal Peoples (First Nations, Métis, & Inuit), women, ethnic and language minority groups, people with disabilities, and lgbtt\* (Lesbian, Gay, Bi-sexual, Transgender, Two-Spirit with \* referring to other sexual and gender minority community members).

The Employer and the Union are committed to the concept of employment equity. The Employer believes the following Equity Principles which the Union supports:

Klinic Inc. appreciates diversity and values equitable hiring practices. Klinic Inc. believes:

- That building a more diversified organization will enhance Klinic’s ability to respond to the changing health care needs of the citizens in our many diverse client communities;
- That the state of health of the individual is influenced and impacted by (World Health Organization Definition):
  - The social and economic environment;
  - The physical environment; and
  - The person’s individual characteristics and behaviours;
- That the incorporation of equity principles into programs, policies and services reflects a broadening of Klinic’s vision of holistic population and community based health service provision;

- That staff, volunteers, clients and members of the Board of Directors should reflect the diversity that exists in the communities we serve;
- That the widest possible access to services should be provided.

It is expected that this Employment Equity Values Statement which is agreed to by the Employer and Union will, over time, result in:

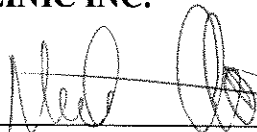
- increased organizational diversity;
- improved human resource planning and decision making processes;
- enhanced cultural competence;
- greater ability to respectfully and effectively respond to the diversity and cultural context of those we employ and those we serve.

Klinic Inc.'s hiring practices shall first respect seniority and qualifications as per the Collective Agreement. This Employment Equity Values Statement is intended to guide hiring practices in order to:


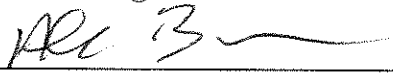
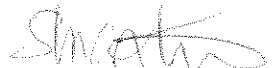
- ensure that current and future employment practices are non-discriminatory;
- enhance the equality of treatment of individuals from equity member groups;
- work to redress disparities in the Employer's workforce distribution so as to pursue a workforce composition which reflects the diversity of the wider community;
- assist in the development of strategies to enhance the recruitment, hiring and retention of individuals from equity member groups;
- facilitate the provision of appropriate accommodation and support to employees who experience employment barriers or employment disadvantages.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16



**APPENDIX “S”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: STAFF VOLUNTEERING**

---

Preamble

The Employer and the Union agree that employees may benefit from the opportunity to gain experience in areas that would allow the employee to advance in their career path and said opportunities may exist through volunteer activities at Klinik. It is neither party's intention to have employees carry out their usual paid duties and responsibilities without pay. Nor is it intended that the Employer shall fill existing positions with volunteers. The sole purpose of this initiative is to provide professional development opportunities to the employee at the request of the employee.

This letter covers existing employees seeking to volunteer but does not cover volunteers who become part-time, full-time or term employees.

Both parties understand that this letter is not intended to include employees elected to the Klinik Board of Directors or to supersede existing policies and practices in specific programs regarding volunteers.

Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Union.

Definitions

**Employee:** For the purpose of this letter of understanding an employee will be defined as one who has a permanent or term paid position and has been employed with the Employer for no less than one year.

**Volunteering:** Unpaid work providing services at Klinik within existing volunteer positions.

**Staff-Volunteer:** One who holds a paid position at Klinik while also volunteering in a different capacity than her paid position.

## Section 1 – General Terms and Conditions

### 1.01 Requests to Volunteer

Requests for paid employees to volunteer shall be employee initiated. Permission to volunteer must first be provided by the employee's Director. The Director shall then forward the request to the Labour/Management Committee with her recommendation.

### 1.02 Concurrence of the Union

Prior to any employee volunteering, the concurrence from the Union shall be obtained. This shall occur at the level of the Labour/Management Committee.

### 1.03 Reconsideration of Employer Decision

In the event that the Employer is unwilling to allow an employee to volunteer, the initiating employee may request a meeting in order to make further representation. The employee may request the presence of a Union representative. The Employer will render a final decision within one week of the meeting.

### 1.04 Mandatory Completion of Probation

Only employees who have completed their probationary period within their existing positions and who are qualified to carry out all their present duties will be allowed to volunteer.

### 1.05 Hours of Work

Employees who are paid staff at Klinik shall not exceed fifty (50) hours of work per week between their Klinik paid position and their volunteer work at Klinik.

### 1.06 Status of Employees vs. Staff-Volunteers

Staff-volunteers cannot be volunteering in the same position that they are presently being paid. The volunteer position may be one in the same labour class, with minimal overlap in duties; the intent of this letter of understanding is for the purpose of gaining experience and learning a different skill set.

### 1.07 Temporary Vacancy by the Employee

If an employee takes an extended leave of absence, for example, maternity leave, upon return the employee will have to re-apply to volunteer.

### 1.08 Employee/Volunteer Files

Separate files shall be kept for paid work and volunteer work. Volunteer work shall not be used in staff disciplinary matters. However, concerns about an employee in their volunteer capacity may trigger an employee performance review should the concerns overlap with that employee's paid position.

### 1.09 Promotion/Lateral Transfer

In the case where an employee volunteering has received a promotion/lateral transfer, and where the term of the volunteer period has not yet expired, and the promotion/lateral

transfer has resulted in overlap in duties between the volunteer position and the paid position, the volunteer period will be deemed to expire upon the start of the new position.

The Labour/Management Committee may override this clause and extend the volunteer term with mutual agreement of the employee volunteering where it is deemed to be in the best interest of a client or client group to do so; for example, an employee may complete facilitating a group to minimize disruption to clients. In the event that this is not possible, alternate arrangements shall be sought in order to fill this gap so as to not violate the overall intent of this agreement.

1.10 Term & Renewal

The term of the volunteer position shall be a maximum of one (1) year, with the possibility of renewal to no more than two (2) years in the same volunteer position. Should the staff-volunteer wish to renew their commitment, they shall reapply one (1) month prior to the end of the term.

Section 2 – Rates of Pay and Benefits

2.01 Rate of Pay

It is understood that if an employee requests to volunteer there will be no monetary compensation or time back for the hours worked in her volunteer capacity.

2.02 Seniority

It is understood that volunteer duties will not be considered as seniority accruing hours within the collective agreement, nor will any other employee benefits accrue.

2.03 Other Benefits

It is understood that the staff volunteer will be entitled to the same rights, responsibilities and privileges as any other Klinik volunteer except as outlined in this letter of understanding.

Section 3 – Administration and Evaluation of this Understanding

3.01 Record Keeping

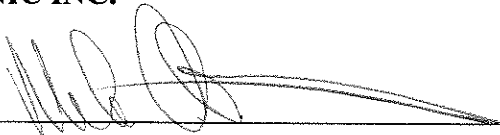
It is the responsibility of the Labour/Management Committee to keep a current list of all staff-volunteers acting under this agreement.

3.02 Evaluation



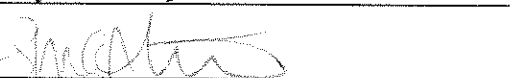
The Employer and the Union shall jointly review the feasibility and success of the initiative of staff volunteering at 6-month intervals for the first year, and annually thereafter.

Signed this 21 day of July, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

MK:cbc/cope 491  
19-May-16

**APPENDIX "T"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**  
**AND**  
**KLINIC INC.**  
**RE: JOB EXCHANGE**

---

Preamble

The Employer and the Union agree that the philosophy of alternative work arrangements such as a job exchange recognizes the need employees may have for a short-term change in primary duties while staying employed by Klinik Inc. A job exchange could be one option for employees with similar education and qualifications to reduce job related stress by providing employees with an opportunity to experience a different primary focus with the same employer.

Such arrangements are initiated by the employee and require mutual agreement between the Employer and the Union.

Definitions

Employee: For the purposes of this letter of understanding the initiating employee shall be defined as one who has a permanent paid position.

Job Exchange Employee: an employee who is involved in a job exchange.

Job Exchange: is an alternative work arrangement whereby the duties and responsibilities of two employees with similar qualifications and education are exchanged for a defined period of time with the concurrence of both the Employer and the Union.

Section 1 – General Terms and Conditions

1.01 Requests to Job Exchange

Requests to exchange jobs will be employee initiated and will be made through the Employer. Permission to exchange jobs must first be provided by the Director. The Director shall then forward the request to the Labour/Management Committee with her recommendation.

Positions being considered for job exchanges must lend themselves to this kind of staffing arrangement and create minimal disruption to the operation for the Employer.

Positions which are job exchanged must be done at no additional cost to the Employer.

- 1.02 Concurrence of the Union  
Prior to any employees commencing a job exchange, concurrence from the Union shall be obtained. This shall occur at the level of the Labour/Management Committee.
- 1.03 Reconsideration of Employer Decision  
In the event that the Employer is unwilling to allow a job exchange arrangement, employees may request a meeting in order to make further representation. The employees may request the presence of a Union representative. The Employer will render a final decision within one week of the meeting.
- 1.04 Qualified Employees  
Only permanent employees who have completed their probationary period are eligible to initiate a job exchange. All other employees involved in a job exchange shall have completed their probationary period. All employees involved in a job exchange shall have all of the skills and qualifications required for the exchanged jobs. Applicants for job exchanges must be of the same labour class and hold a position of no less than 0.5 EFT.
- 1.05 Maximum Number of Job Exchanges  
Employees may not hold more than two job exchange positions at any one time.
- 1.06 Origin of Position  
Jobs being exchanged must be held by the employees participating in the exchange. Upon completion of the exchange, each employee shall revert to their original position.
- 1.07 Six Month Review  
Each exchange will be reviewed by the employees, the Employer and the Union six (6) months after the exchange begins. Employees who do not wish to continue the exchange shall have the right to return to their original positions at a mutually agreed upon date and the job exchange agreement shall end.
- 1.08 Temporary Vacancy in Job Exchange  
Should one job exchange employee take an extended leave of absence, for example, maternity leave, the remaining job exchange employee(s) will revert to her original position.
- 1.09 Notice to Terminate a Job Exchange  
A party to a job exchange agreement must give one (1) month written notice of her intention to terminate the agreement. This applies to both the employees and Employer. The Employer shall not unreasonably discontinue a job exchange.
- 1.10 Elimination of Positions  
Should a position involved in a job exchange be eliminated, the Employer shall notify the employees and the Union. Job exchange employees shall revert to their original positions and be entitled to exercise their rights re. layoff as stipulated in the Collective Agreement.

1.11 Termination of Involvement

Should either employee involved in a job exchange terminate their involvement or employment, the other employee(s) shall revert to her original position.

1.12 Promotions and Transfers

Should either employee apply for and be awarded another position within the organization that affects her ability to carry out the duties and responsibilities of the job exchange, the job exchange will be deemed to expire upon the start of the new position.

1.13 Term and Renewal

Job exchange agreements shall not exceed a one-year term, with consideration for renewal at the end of that term. Should the job exchange employees wish to renew their term, they shall re-apply one month prior to the end of that term. Job exchanges shall not exceed three, one-year terms.

1.14 Multiple Job Exchange Requests

If there is more than one request for a job exchange within a program and that program cannot reasonably accommodate more than one exchange agreement, preference will be given to the initiating employee with the most seniority.

1.15 Seniority

Employees shall continue to accrue seniority for hours worked in their exchanged position.

1.16 Rates of Pay

Employees shall be paid at the rate of pay they have achieved on Schedule "A" and receive increments and increases as provided in Schedule "A".

1.17 Minimum Hours Exchanged

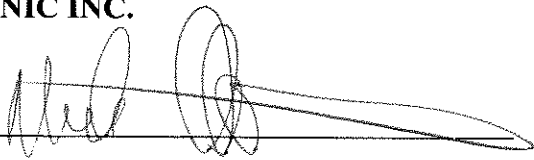
The minimum number of hours to be exchanged shall be eight (8) hours per week.

1.18 Evaluation



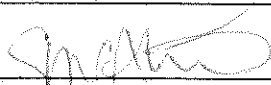
The Employer and the Union shall jointly review the feasibility and success of this initiative at 6-month intervals for the first year, and annually thereafter.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC.**

  
\_\_\_\_\_

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

  
  
\_\_\_\_\_  
  
\_\_\_\_\_

## **APPENDIX “U”**

### **LETTER OF UNDERSTANDING**

#### **BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

#### **AND**

**KLINIC INC.**

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

---

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

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


Standardization Group Number	Klinic Inc. Classification Title	MAHCP Comparable Classification
41	Dietician	Staff Dietician
42	Counsellor	Social Worker (BSW)
42	Community Health Worker	Social Worker (BSW)
42	Reproductive Health Worker	Social Worker (BSW)
43	Clinical Supervisor	Social Worker (MSW)
44	Lab Technologist II	General Duty Laboratory Technologist
44	Lab Technologist II – PIO	General Duty Laboratory Technologist
51	Low Cost Counsellor	Social Worker (MSW)




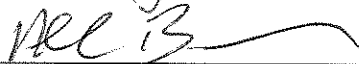

Standardization Group Number	Klinik Inc. Classification Title	MAHCP Comparable Classification
51	Low Cost Counsellor – PIO	Social Worker (MSW)
	Lab Assistant	Laboratory Technician

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIK INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

## APPENDIX "V"

### LETTER OF UNDERSTANDING

#### BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348

#### AND

KLINIC INC.

### RE: WAGE ADJUSTMENT – TRADES COMPONENT CLASSIFICATIONS

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

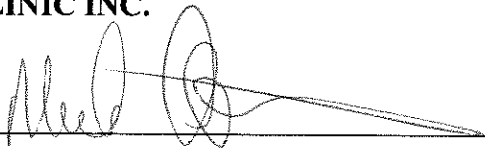
1. Effective April 1, 2008, and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the OEM central table collective agreement.
2. Classifications listed herein may be revised to remove or include additional classifications,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

Standardization Group Number	Klinik Inc. Classification Title	OEM Comparable Classification
12C	Maintenance Engineer (5 <sup>th</sup> Class)	<i>*See note below</i>
12C	Maintenance Engineer (5 <sup>th</sup> Class) – PIO	<i>*See note below</i>

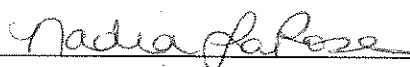
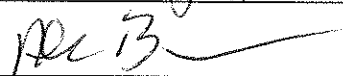
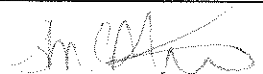
**\*The same percentage rate adjustment that is applied to the 4<sup>th</sup> class engineer classification will be applied to this classification.**

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_

**APPENDIX "W"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

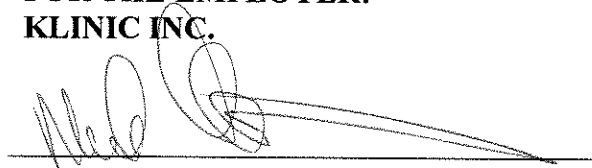
**KLINIC INC.**

**RE: MILEAGE RATES**

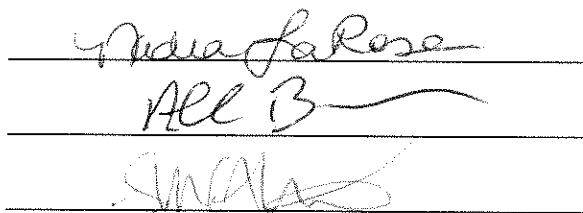
The Employer and the Union mutually agree that where an employee is required and authorized to use her privately owned vehicle on the Employer's business, she shall (effective January 1, 2009) be reimbursed in accordance with the prevailing Province of Manitoba mileage rates on a per kilometre basis. There shall be no minimum payment per return trip, as indicated in Article 28.07 of the collective agreement.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**



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



MK:cbc/cope 491  
19-May-16

**APPENDIX "X"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

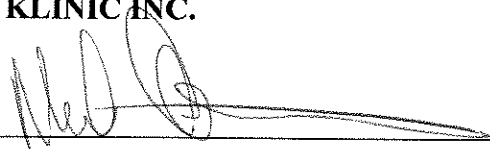
**RE: MEDICAL LAB ASSISTANTS, BIRTH CENTRE ASSISTANTS,  
PROGRAM ASSISTANTS, MEDICAL ASSISTANTS**

---

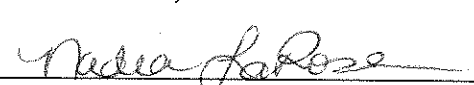
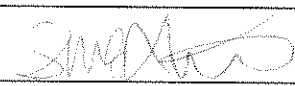
The Parties agree that the issue be referred to the Maintenance of Wage Standardization Committee (MWSC) for review. In applying the MWSC Terms of Reference, if the Committee determines that the Medical Assistants should be slotted into another classification group, such slotting and relevant wage increase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

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:  
KLINIC INC.**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
ALL 13  
  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16

**APPENDIX "Y"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348**

**AND**

**KLINIC INC.**

**RE: CLASSIFICATION REVIEW**

---


The following classifications will be reviewed as per the Current Classification/Evaluation provisions, including Maintenance of Wage Standardization Committee:

- "Health Information Management Professional" Group
- Unit Clerk/Health Care Aide (HCA)
- Tenant Companion


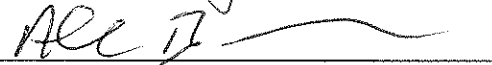

Any Reclassification (increase) which may apply will take effect April 1, 2015.

Signed this 21 day of June, 2016.

**FOR THE EMPLOYER:**  
**KLINIC INC**

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

  
  
  
\_\_\_\_\_  
\_\_\_\_\_

MK:cbc/cope 491  
19-May-16