

**COLLECTIVE AGREEMENT**

**BETWEEN**



**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**TERM OF AGREEMENT:**

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

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## **ARTICLE 1 – PREAMBLE**

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

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

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 23.

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.

Term appointments include persons hired for specific periods to meet short-time needs, and are not normally entitled to employee benefits, but only to those benefits in accord with *The Employment Standards Act*.

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

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

A “grant employee” is one who works on a project funded through municipal, provincial, federal or other grant.

The Employer agrees in principle that grant employees should be paid according to the Union wage scale for the classification in which they work. By mutual agreement between the Employer and the Union, a grant employee may have her wages, benefits, and inclusion in the bargaining unit restricted.

Grant employees whose term position has ended (e.g., 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 “casual employee” is one who is occasionally called by the Employer to relieve an absent employee or is called in to supplement staff coverage and is thereby excluded from the bargaining unit.

The terms of this Agreement shall only apply to casual employees as follows:

- (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 appropriate yearly hours of work at Nine Circles Community Health Centre until the maximum rate of the appropriate salary schedule is attained.
- (d) Casual employees shall be entitled to weekend premiums in accordance with Article 29.10 and shift premiums in accordance with Article 29.08.
- (e) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 25.05.
- (f) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 24.02.
- (g) 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 5.

- (h) 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.
- (i) 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.
- (j) Articles 10 and 11 herein apply only with respect to the terms of Clause 1.03.
- (k) **Casual employees shall commence accruing seniority for the purpose of vacancy selection only. Where a vacancy is not awarded to a permanent employee in accordance with Article 19.01, the position shall be awarded to the most senior casual applicant within the site subject to the employee being able to meet the physical requirements of the job, having the necessary qualifications and a good employment record. The seniority hours accrued during the period of casual employment shall not be carried over to a permanent employment.**

A "spouse" shall mean persons (including those in same sex spousal relationships) who are:

- (a) married to each other; or
- (b) who have cohabited for a period of not less than six (6) months in a conjugal relationship; or
- (c) in a relationship of some permanence if they are the natural or adoptive parents of a child.

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

The term "Employer" shall mean Nine Circles Community Health Centre.

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. 6014 issued on December 5, 2002, to Nine Circles Community Health Centre, 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 are not classified within the bargaining unit shall not work on jobs on a regular and recurring basis which have been determined as being within the bargaining unit except as mutually agreed upon by the parties, or except in the case of training or emergency. However, it is recognized that volunteers may augment bargaining unit work providing that no current bargaining unit member lose employment as a result of such augmentation.

2.04 Safe Working Conditions and the Right to Work

- (a) The organization recognizes its obligation to provide the safest possible working environment for its staff, and it recognizes the right of staff affected by illness to pursue activities that their conditions allow, including the performance of their staff duties.
- (b) Nine Circles Community Health Centre ensures fair treatment and appropriate assistance for all staff.
- (c) The capacity of an employee to adequately perform her/his duties without endangering his/her own health or that of others, will be determined by Nine Circles Community Health Centre in consultation with recognized licensed physicians.
- (d) The Employer shall provide policies, procedures and instructions for the protection of staff and clients in situations where exposure to blood and other body fluids of individuals with Hepatitis, AIDS/HIV+ or other health conditions might occur during the course of duties.
- (e) In the case of chronic health conditions, including AIDS/HIV+ diagnosis, consideration of absence and/or part-time or flexible time hours within operational requirements.

**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.

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

3.03 Disaster and Fire Plans

- (a) In any emergency or disaster declared by the **Executive Director (ED)** 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 24 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 24.

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 The Employer and the Union agree that there shall be no discrimination practised as defined in *The Human Rights Code* of Manitoba and *The Workplace Safety and Health Act* and further there shall be no discrimination, restrictions, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, or discharge on any discriminatory basis, including, but not limited to:

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



- physical or mental disability (which does not render an employee incapable of performing assigned duties following reasonable accommodation by the Employer, employee and Union)
- physical appearance
- history of mental health problem and/or treatment
- place of residence
- membership or non-membership or activity in the Union
- irrelevant criminal record.

An action which would otherwise be considered discriminatory, may be permitted, with the mutual consent of the Employer and Union, in unusual circumstances (e.g., affirmative action).

- 4.02 The Employer and the Union jointly affirm that every employee within their jurisdiction shall be treated fairly. The work environment must be free of all forms of harassment. The principle of fair treatment is a fundamental one, and both the Employer and the Union do not and will not condone any improper behaviour on the part of its employees and members which would jeopardize their dignity and well-being and/or undermine work relationships and productivity. Harassment is an unacceptable behaviour in our workplace.

In particular, the Employer and the Union jointly affirm the following:

1. No individual should suffer from or be exposed to harassment at work based upon characteristics that include age, race, colour, political or religious affiliation, sex, sexual orientation, or marital status, mental or physical disability, irrelevant criminal record, nor by reason of membership or activity in the Union.
2. Personal harassment is defined as repeated unconstructive, intentional and offensive comments or actions designed to 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.
3. Sexual harassment is a particularly objectionable course of conduct or comment which cannot be tolerated, as it represents an intrusion upon a person's sexual dignity as a woman or man. Sexual harassment is:
  - (a) Unwanted sexual attention or unwanted sexual attention of a persistent or abusive nature; or
  - (b) An implied or expressed promise of reward for complying with a sexually-oriented request; or
  - (c) An implied or expressed statement that compliance with a sexually-oriented request is expected in order to maintain existing benefits; or

- (d) An implied or expressed threat of reprisal, in the form of actual reprisal or the denial of opportunity for refusal to comply with a sexually-oriented request; or
  - (e) Sexually oriented behaviour, language and printed matter (including but not limited to jokes, anecdotes and pictures) of an unwelcome nature on a one-time or persistent basis which create a negative (psychologically and emotionally) environment for work.
4. Racial discrimination is a form of harassment defined as:
- (a) Differential treatment of an individual because of nationality, race, colour, ancestry, or ethnic origin; or
  - (b) An action or policy which has an adverse impact on an individual because of their race, colour, nationality, ancestry, or ethnic origin; or
  - (c) Use of stereotyped images or language (including but not limited to pictures, jokes and anecdotes) which suggest that all or most members of a racial or ethnic group are the same, thereby denying their individuality as persons, 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.
5. It is both the right and the responsibility of any employee who believes that he/she has been subjected to harassment as defined above to immediately report such concerns to the Executive Committee or Designate. The Executive Committee or Designate and/or the Union shall undertake to investigate all alleged occurrences expeditiously in the following manner:
- (a) When appropriate, as a first step, the employee is encouraged to tell the offending individual that their behaviour is inappropriate and must stop.
  - (b) Mediation can be offered as a means of resolving any harassment related conflict when both parties are agreeable to a mediation process.
  - (c) A mediation process will entail the hiring of a neutral third party, experienced in the process of mediation and familiar with the dynamics of harassment, at the Employer's expense. This person will assist the parties in resolving this conflict. The use of this process in no way precludes the use of other processes included in this Collective Agreement.
  - (d) The complainant will be advised of the results of the investigation and the action, if any to be taken. This procedure does not preclude any employee from initiating a grievance.

- (e) Whenever possible, plans will be developed to lessen the likelihood of a recurrence of this behaviour.
- 6. Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step [See Grievance Procedure – Article 10].
- 7. No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 8. All information, documented or otherwise, pertaining to complaints of harassment and their investigation shall be dealt with in confidence and as expeditiously as possible.
- 9. In cases where a complaint of harassment is under investigation, the individual has the right to request through the Executive Director, to discontinue contact with the alleged harasser without penalty, pending the outcome of such investigation in accordance with the provisions of this clause. Such request shall not be unreasonably withheld.

In cases where harassment has been proven which may result in the transfer of an individual, where possible, it shall be the harasser who is transferred. The individual who is harassed would not be transferred against her/his will.

- 10. Any employee who, as a result of a full investigation, is determined to be in violation of this clause may be subject to disciplinary action.
- 11. No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a valid harassment complaint.
- 12. In order to safeguard the employees and the Employer against the effects of malicious allegations of harassment, or vindictive complaints, individuals found guilty of such activities may be subject to disciplinary action.

Malicious allegations of harassment or vindictive complaints are not those where an individual feels they have been harassed and an investigation finds no evidence of harassment. This policy is not intended to dissuade individuals from filing legitimate complaints.

- 4.03 The complainant may elect to be informed of any disciplinary action taken against the harasser by the Employer.
- 4.04 Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.

- 4.05 Nothing in this Article shall be construed as a barrier to the formulation or implementation of any employment equity plan mutually agreed upon by the Employer and the Union.

#### **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 or assessments levied by the Union on its members.

The Union shall hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability which the Employer may incur as a result of such deductions. For the purposes of this Agreement, an assessment shall be an amount, determined by the Union, to be paid by all employees covered by this Agreement in addition to their usual union dues.

- 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 checkoff.

### **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 between the parties, rising out of this Agreement or incidental thereto, shall pass to and from the Employer or its representative and the Secretary of the Union. **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.**

8.02 The Employer shall recognize only those representatives, stewards and officials whose names were last forwarded in writing to the Employer.

## **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 The Employer agrees to maintain up to date policy manuals located in the Administration Office of the Agency.

9.06 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. The salary will be the Employer's responsibility.

9.07 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.

9.08 Advisors to the parties

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

9.09 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.

9.10 Central Bargaining

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 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:

The Employer agrees that a staff person, elected by employees, shall be a member of the Board of Directors.

- 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.

## **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 and shall be in writing.

### **12.02 Settling of Grievances**

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



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

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

#### Step 1

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

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

#### Step 2

Failing satisfactory resolution in Step 1, the Union shall, within fifteen (15) working days of the supervisor's written decision, submit the grievance in writing to the Executive Director (or designate).

The Executive Director (or designate) shall meet with the Union and the grievor within ten (10) working days of the receipt of the grievance in an attempt to resolve the dispute. The Executive Director or designate shall render a written decision on the outcome of the dispute within ten (10) working days of the meeting.

#### Step 3

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

### 12.03 Policy/Group Grievance

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

#### 12.04 Time Lines

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

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

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

Each party shall pay:

- (a) the fees and expenses of the nominee it appoints;

- (b) one-half (½) of the fees and expenses of the Chairperson or sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.10 The time limits in the arbitration procedure may be extended by written consent of the parties.

#### **ARTICLE 14 – DISCIPLINE**

- 14.01 Both parties recognize the value of progressive discipline with the aim of being corrective in application. Both parties agree that disciplinary measures should be appropriate to the cause and to the principles of progressive discipline. In general, the steps to be followed are:

1. **Verbal Reprimand**

Verbal reprimand shall be defined as a verbal reprimand given by the Employer, where a notation is made in the employee's personnel file.

The Employer shall make a note of the date, subject matter of the verbal reprimand, and corrective action discussed in the employee's personnel file. This note is to be removed from the file one year following the occurrence provided that there has been no further reprimand or discipline on this matter.

The Employer may use the verbal reprimand more than once with any employee, but must have issued at least one verbal reprimand before moving on to the next step in the process.

2. **Written Reprimand**

Written reprimand shall be defined as a written report given to the employee outlining the circumstances and action of the employee which made the disciplinary action necessary. 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.

The Employer may use the written reprimand more than once with any employee, but must have issued at least one (1) written reprimand before moving on to the next step in the process.

3. Suspension

Suspension shall be defined as when the Employer directs the employee to be absent from work (with or without pay) for a period of time for the purpose of:

- (a) an investigation and/or;
- (b) a corrective action and/or;
- (c) during which a corrective process will take place.

4. Dismissal

Dismissal shall be defined as termination of employment for just cause or cause in the case of a probationary employee.

- 14.02 The Employer shall not discipline, discharge, or suspend an employee except for just cause or cause in the case of probationary employees. Such employee shall be advised promptly in writing **either by registered mail or personal service**, of the reason for the disciplinary action, with a copy being sent to the Union Representative.
- 14.03 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 complaint. The employee so affected will be given the opportunity to make representation on her own behalf or with the assistance of a representative of the Union if she so desires.
- 14.04 If the action referred in Article 14.03 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.
- 14.05 At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the disciplinary action, and these corrective actions shall be part of the written report.
- 14.06 A copy of the report shall be sent to the Union Representative. The employee shall be required to sign an acknowledgment that such report has been given to her. The employee shall have the right to respond in writing and that response shall become part of the permanent record.
- 14.07 In any case of disciplinary action, the employee concerned, or the Union on her behalf, shall have the right to submit said disciplinary action to the grievance and arbitration procedure.
- 14.08 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 – PERSONNEL FILES**

- 15.01 There shall be one (1) personnel file maintained by the Employer for each employee. Information from this file cannot be shared with any other Employer or agency without the written consent of the employee.
- 15.02 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.
- 15.03 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 content at the time of filing or a reasonable time thereafter.

## **ARTICLE 16 – SENIORITY**

### **16.01 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.

### **16.02 Seniority List**

- (a) The Employer agrees to maintain a seniority list showing the total accumulated regular paid hours for each employee and 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.

16.03 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 sick leave/income protection;
- (c) is on any period of paid vacation;
- (d) is on any period of unpaid leave of absence up to four (4) consecutive weeks;
- (e) is on any period of workers' compensation benefits (up to a limit of twenty-four (24) months) as applicable;
- (f) is on any period of short or **Disability & Rehabilitation** 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).

16.04 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 **Disability & Rehabilitation** 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.

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

#### **ARTICLE 17 – PRORATION OF THE AGREEMENT**

17.01 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 18 – JOB POSTINGS**

18.01 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.

##### **18.02 Information in Postings**

Such notice shall contain the following information:

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

## **ARTICLE 19 – PROMOTIONS AND TRANSFERS**

### **19.01 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 15.02.

In making staff changes, transfers, or promotions, appointment shall be made of the applicant who possesses the ability, skill, qualifications and a good employment record in accordance with Article 15.02. Where such factors are relatively equal, appointment shall be made of the applicant with the greatest seniority. Where these factors are relatively equal between a member of the bargaining unit and an external applicant appointment shall be made of the applicant within the bargaining unit.

19.02 Within seven (7) calendar days of the date of appointment to a vacant position, the name of the successful applicant shall be posted on all bulletin boards.

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

## **ARTICLE 20 – PROBATIONARY AND TRIAL PERIODS**

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

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

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

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

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



and the employee agree that issues which may result in an unsuccessful trial period will be brought forward in a timely manner giving opportunity to address the identified concerns and provide notice to other affected employees.

#### **20.02 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 21 – LAYOFFS AND RECALL**

#### **21.01 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.

21.02 Layoffs involving permanent employees shall only occur following the investigation and implementation of all other reasonable alternatives. Such alternatives may include, but are not restricted to, voluntary quits, voluntary leaves of absence, voluntary job sharing, other employment opportunities within the Agency.

21.03 To the extent that layoffs may occur, the parties agree to meet as far in advance as possible to plan for resultant change.

#### **21.04 Notice to Union**

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

#### **21.05 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.

21.06 When an employee is to be laid off, she shall be allowed two (2) hours off during her last shift in order to attend any personnel or pay related matters not yet settled.

21.07 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.

21.08 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.

21.09 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 22 – JOB PROTECTION PROVISIONS DURING RESTRUCTURING**

22.01 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.

#### 22.02 Staffing Committee

A Staffing Committee shall be formed on an ad hoc basis, to deal with any restructuring issues and may be a subcommittee of the Labour/Management Committee. This committee shall meet during the process.

The function of the Staffing Committee to consider possible ways and means of avoiding or minimizing potential adverse effects upon employees in the bargaining unit, including:

- (a) identifying and proposing possible alternatives to any action that the Employer may propose taking;
- (b) identifying and seeking ways to address the retraining needs of employees;
- (c) identifying vacant positions within the Centre for which surplus members of the bargaining unit might qualify, or such positions, which are currently filled but are expected to become vacant within a twelve (12) month period.

#### 22.03 Composition and Meetings

The Committee shall be comprised of equal numbers of representatives of the Employer and from the Union. The number of representatives is to be determined locally.

Meetings of the Committee shall be held during normal working hours. Representatives attending such meetings during their regularly scheduled hours of work shall not lose regular earnings as a result of such attendance. The Employer shall make typing and other such clerical assistance available as required. Replacement costs shall be covered in accordance with Article 9.06.

Each party shall appoint a co-chair for the Committee. Co-chairs shall chair alternate meetings of the Committee and will be jointly responsible for establishing the agenda of the Committee meetings, preparing minutes and writing such correspondence as the Committee may direct.

#### 22.04 Disclosure

To allow the Staffing Committee to carry out its mandated role under this Article, the Employer will provide the Committee with pertinent financial and staff information and with a copy of any reorganization plans, which impact on the bargaining unit. Both parties shall provide such other information as is reasonably required to allow the Committee to fulfill its mandate.

#### 22.05 Confidentiality

Information and discussions of the Committee shall be confidential unless agreed or otherwise determined by a majority of the Committee.

#### 22.06 Accountability

The Committee shall submit its written recommendations to the Executive Director or her designate. Where there is no consensus within the Committee, the individual members of the Committee shall be entitled to submit their own recommendations. The Executive Director shall notify the Committee of the Board's decision with written reasons available upon request.

#### 22.07 Resulting Agreement

Any agreement between the Employer and the Union which may modify, alter or contravene an existing collective agreement provision resulting from the Staffing Committee process, including such actions as are required to implement the agreement, shall be included as a new Letter of Understanding in the Collective Agreement.

#### 22.08 Change of Corporation

This collective agreement will remain in force if there is a change in ownership of the Corporation.

### **ARTICLE 23 – HOURS OF WORK**

#### 23.01 (a) Regular Hours of Work

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

- Seven and three-quarters (7¾) hours per day excluding meal periods and including rest periods.

#### (b) Regular Work Period of Full-time Employees

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

- Seventy-seven and one-half (77½) hours biweekly excluding meal periods and including rest periods.

**23.02** Part-time employees will work a minimum of ten (10) hours per week, on a regular basis. They will have successfully completed the probationary period and are entitled to limited prorated staff benefits.

#### **23.03 Breaks**

Employees shall be entitled to one (1) uninterrupted meal period daily, and two (2) uninterrupted fifteen (15) minute rest periods daily. The meal period shall not be less than one half (½) hour nor more than one (1) hour as determined and scheduled by the

Employer after consultation with the employees. Extended rest periods may be negotiated with the Employer.

- 23.04** 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 24 – OVERTIME AND FLEX-TIME**

### **24.01 Overtime Defined**

All time worked which is authorized by the Employer beyond the normal work day or biweekly period (as specified in Article 23.01 (a) Regular Work Period of Full-time Employees) shall be considered as overtime. Normally advance authorization shall be required.

### **24.02 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.

### **24.03 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 23 – 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 23 – 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.

**24.04 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 25 – GENERAL HOLIDAYS**

**25.01** 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

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

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

**25.03** 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.

**25.04** Part-time employees will be paid four point six two percent (4.62%) of their basic pay in lieu of time off on general holidays. Such holiday pay shall be included in each regular pay deposit.

**25.05** 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.

- 25.06 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 26 – VACATIONS**

- 26.01 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. However, any employee who works during a period of vacation will be compensated at overtime rates in accordance with 24.02.

- 26.02 Employees shall earn vacation on the following basis:

- First and second years of employment – three (3) weeks per year.
- Third, fourth, fifth and sixth years of employment – four (4) weeks per year.
- Seventh to twenty years of employment – five (5) weeks per year.
- Twenty and subsequent years of employment – six (6) weeks per year.

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

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

- 26.04 If a paid holiday falls or is observed during a full-time employee's vacation period, it shall be paid as a holiday rather than a vacation day.
- 26.05 Where an employee qualifies for sick leave, bereavement leave, jury leave or any other approved leave during or prior to her period of vacation, there shall be no deduction from vacation credits for such absence. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, at the 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.

- 26.06 The Employer shall establish vacation schedules based on the operational requirements of the Centre 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.
- 26.07 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.

26.08 Vacation Pay on Termination

An employee terminating her employment at any time in her vacation year, before she has had her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation.

- 26.09 An employee's accrued vacation shall be apportioned equitably over the employee's full annual vacation entitlement.

26.10 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 27 – INCOME PROTECTION**

### **27.01 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.

### **27.02 Amount of Paid Income Protection**

**Income protection** credits shall be earned at the rate of one and one-quarter (1 ¼) days for every month worked. Part-time employees shall earn a pro rata amount of **income protection** credits based on hours worked.

### **27.03 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.

### **27.04 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.

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.

### **27.05 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.

#### 27.06 Wellness Days

**Three (3) days per year may be deducted from an employee's income protection allowance to be used for "wellness breaks". Such absences are not required to meet the standards for illness established elsewhere but sufficient notification is required. Sufficient notice will be considered one (1) working day (excluding weekends and holidays) with a minimum of twenty-four (24) hours or lesser notice if the parties agree one (1) working day was impossible to provide.**

### ARTICLE 28 – LEAVE OF ABSENCE

#### 28.01 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.

#### 28.02 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.
- (c) 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 unpaid leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

#### 28.03 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.

#### 28.04 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.

#### 28.05 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.

#### 28.06 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.

#### 28.07 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 16 "Seniority".

#### 28.08 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 Centre. The following types of leave may be considered to fall under the classification of education leave:

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

#### 28.09 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).

#### 28.10 Employer Directed Education Leave

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

#### 28.11 Employee Directed Education Leave

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

## 28.12 Maternity/Paternity Leave

### 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.

### Maternity Leave

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

#### A) Plan A

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

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

#### B) Plan B

Effective April 1, 2010, the following (Plan B) provision, upon application, is applicable to employees commencing a maternity leave on or after April 1, 2010.

- 1. In order to qualify for Plan B, a pregnant employee must:
  - (a) have completed six (6) continuous months of employment with the Employer;
  - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;

- (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
  - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to *The Employment Insurance Act*.
- 2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
  - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
  - (b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, her Parental Leave, unless this date is modified by the Employer; and
  - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
- 3. An employee who qualifies is entitled to a maternity leave consisting of:
  - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 28.12 (b) 1. (c);
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 28.12 (b) 1. (c);
  - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4. During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
  - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee

- is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;
- (c) all other time as may be provided under Article 28.12, shall be on a leave without pay basis.

5. An employee may end her Maternity Leave earlier than the date specified by giving her Employer written notice at least two (2) weeks or one (1) pay period, whichever is longer, before the date she wishes to end the leave.
6. Plan B does not apply to temporary employees.
7. A leave of absence under Plan B shall be considered to be an unpaid leave of absence. Income protection credits and vacation entitlement shall not accrue.

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

28.14 Parental Leave

A maximum of thirty-five (35) 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.

28.15 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.

28.16 Payment during Parental Leave

Parental leave is an unpaid leave.

#### 28.17 Adoption Leave

An employee shall receive adoption leave of up to seventeen (17) 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.

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

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

#### 28.19 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.

#### 28.20 Benefits during Paid Maternity/Parental Leave

A full-time employee may choose to receive up to five (5) days payment of normal salary from accumulated income protection before or after the period covered by EI.

#### 28.21 Seniority during Maternity/Parental/Extended Related Leave

See article 16.03 – Seniority.

#### 28.22 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.



#### 28.23 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.

#### 28.24 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 16.03 (d) - (unpaid leave)
- (h) Subject to the provisions of 27.02, 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 28.03.

## **ARTICLE 29 – PAYMENT OF WAGES AND ALLOWANCES**

### **29.01 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.

### **29.02 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. The date of appointment to the new classification shall become the anniversary date for salary progression.

### **29.03 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, principal duties of a higher paying position, she shall receive the rate for the job. When an employee temporarily relieves in, or performs the principal 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.

29.04 Payment on Transfer to a 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.**

29.05 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.

29.06 Anniversary Dates

The anniversary date for increment will be the actual date of employment or the date at which the employee is reassigned at a higher level.

29.07 Expenses

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

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

29.08 Evening and Night Shift Premiums

An evening shift premium of one dollar (\$1.00) per hour will apply for the full period of any shift where the majority of the hours worked are between 1600 and 2400 hours. Shift premiums will not be payable while an employee is receiving overtime rates.

A night shift premium of one dollar 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)** will apply for the full period of any shift where the majority of the hours worked are between 2400 and 0800 hours. Shift premiums will not be payable while an employee is receiving overtime rates.

This premium shall also be applicable to flex time and modified schedules when the schedule change is to accommodate service or agency requirements. This must be approved in writing by the supervisor.

#### 29.09 On Call

Effective the date of signing of this agreement when an employee is advised in writing by the Employer that she is "on call" this is, immediately available by telephone contact to report to work without undue delay, she shall be paid two (2) hours' basic pay for every eight (8) hour period on call or on a pro rata payment.

Amend to provide for payment at applicable overtime rates for any time actually worked while on call effective the date of ratification.

The Employee will leave her employment immediately after she has completed the work for which she was called and re-assume her "on call" status.

The on call premium will not apply during any period when the employee is performing duties at the Facility.

#### 29.10 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.

### **ARTICLE 30 – JOB CLASSIFICATION/RECLASSIFICATION**

#### 30.01 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

It is understood that objections raised by the Union shall be limited to the accuracy of the contents of the job description in reflecting the nature and duties of the position.

#### 30.02 Changes in Classifications

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.

30.03 Changes to Existing Job Descriptions

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

**ARTICLE 31 – EMPLOYEE BENEFITS**

31.01 Annually, upon request, the Employer shall provide each employee with a detailed Employee Statement, which shall outline, in clear, simple and concise terms, the employee's income protection and/or vacation credits.

31.02 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.

31.03 Employer will provide benefit plan as follows:

Benefits to include:

Pension: **HEB Manitoba** (As per the **HEB Manitoba Pension Plan**)

Dental/extended health: **HEB Manitoba** (As per the **HEB Manitoba** including the **HEB Manitoba Disability and Rehabilitation Plan**.)

The Employer and employee costs will be as specified in the respective plans.

31.04 Public Liability Insurance

The Employer will maintain liability insurance to protect employees.

### 31.05 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.

#### **31.06 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 32 – TERMINATIONS**

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

**32.02 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.

32.03 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 33 – TERM OF AGREEMENT**

- 33.01 (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.
- 33.02 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.
- 33.03 This Agreement may be amended during its term by mutual agreement.

### **ARTICLE 34 – RETROACTIVITY**

#### **34.01 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 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 35 – RECOGNITION OF EXPERIENCE**

35.01 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 (Step)
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) year but less than three (3) years	Level 3 (Step 2)
Greater than or equal to three (3) years	Level 4 (Step 3)

### **ARTICLE 36 – TECHNOLOGICAL CHANGE**

#### 36.01 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.

#### 36.02 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.

#### 36.03 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.

#### 36.04 Arbitration

If the Union and the Employer fail to agree upon measures to protect the employees from any adverse effects, either party may refer the matter to arbitration as provided for under the terms of the Agreement. The Employer shall not introduce the technological change until such determination is made.

#### 36.05 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.

#### 36.06 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.

#### 36.07 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.

**36.08 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.

**36.09 Training Period**

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

**36.10 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.

**36.11 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 37 – PRESENT CONDITIONS AND BENEFITS**

**37.01 Present Conditions to Continue**

All rights, benefits, practices and working conditions which employees now enjoy, receive or possess shall continue, insofar as they are consistent with this agreement, unless modified by mutual agreement between the Employer and the Union.

**37.02 Continuation of Acquired Rights**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be

invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is no agreement between the parties on this issue, the matter shall be resolved by arbitration.

37.03 Amalgamation and Merger Protection at Nine Circles

In the process of creating integrated HIV/AIDS services at Nine Circles Community Health Centre, the Employer undertakes to ensure that:

- (a) Employees shall be credited with all seniority rights with the new Employer.
- (b) All service credits relating to vacation with pay, **income protection** credits and other benefits shall be recognized by the new Employer.
- (c) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer.
- (d) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers.
- (e) No employee shall suffer a loss of employment as a result of merger.
- (f) Preference in location of employment in the merged Organization shall be on the basis of seniority.

37.04 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 alternative 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.

### 37.05 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 employed by the new employing authority recognize the terms conditions of the Collective Agreement.

## **ARTICLE 38 – GENERAL**

### 38.01 Pronouns

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

### 38.02 Bulletin Boards

The Employer shall provide at least one (1) bulletin board which shall be placed so that all employees will have access to it (them) 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. The Employer reserves the right to remove material from the bulletin board which it deems to be damaging to the Centre.

### 38.03 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.

### 38.04 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.

**38.05 Preretirement Leave (Retirement Bonus)**

Conditional on the continuance of funding bodies' policies to reimburse facilities for re-retirement leave, the Employer will provide employees with preretirement 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 preretirement leave on the basis of four (4) days per year of employment (seniority).
- (b) Calculation of preretirement leave entitlement shall begin from the date of the 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 preretirement leave as specified above on a pro rata basis. Calculation will be based on the following formula:  
  
$$\frac{\text{Average annual hours actually worked from last date of employment}}{\text{Annual full-time hours}} \times \text{Entitlement of a Full-time Employee}$$
- (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 39 – INSURANCE COVERAGE**

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

**ARTICLE 40 – OVERPAYMENTS**

- 40.01 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.

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

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

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

### **WAGE INCREASES**

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

**Effective April 1, 2012: Increase hourly rate by 0%**

**Effective April 1, 2013: Increase hourly rate by 0%**

**Effective April 1, 2014: Increase hourly rate by 2.50%**

**Effective April 1, 2015: Increase hourly rate by 2.50%**

**Effective April 1, 2016: Increase hourly rate by 2.00%**

### **LONG SERVICE STEP**




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

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


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Signed this 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16



**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

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

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly	<b>26.132</b>	<b>26.916</b>	<b>27.723</b>	<b>28.555</b>	<b>29.412</b>	<b>30.294</b>
				Monthly	4,388.00	4,519.65	4,655.15	4,794.86	4,938.77	5,086.87
				Annual	52,655.98	54,235.74	55,861.85	57,538.33	59,265.18	61,042.41
16A	Clerk II	Receptionist	2015	Hourly	<b>15.631</b>	<b>16.100</b>	<b>16.583</b>	<b>17.080</b>	<b>17.593</b>	<b>18.120</b>
				Monthly	2,624.71	2,703.46	2,784.56	2,868.02	2,954.16	3,042.65
				Annual	31,496.47	32,441.50	33,414.75	34,416.20	35,449.90	36,511.80
16C	Clerk IV	Payroll and Finance Clerk	2015	Hourly	<b>16.841</b>	<b>17.346</b>	<b>17.867</b>	<b>18.403</b>	<b>18.955</b>	<b>19.524</b>
				Monthly	2,827.89	2,912.68	3,000.17	3,090.17	3,182.86	3,278.41
				Annual	33,934.62	34,952.19	36,002.01	37,082.05	38,194.33	39,340.86
53	Medical Assistant	Medical Assistant	2015	Hourly	<b>16.478</b>	<b>16.972</b>	<b>17.481</b>	<b>18.006</b>	<b>18.546</b>	<b>19.102</b>
				Monthly	2,766.93	2,849.88	2,935.35	3,023.51	3,114.18	3,207.54
				Annual	33,203.17	34,198.58	35,224.22	36,282.09	37,370.19	38,490.53
54	Information Technology	Information Technology Advisor	2015	Hourly	<b>24.247</b>	<b>24.975</b>	<b>25.724</b>	<b>26.496</b>	<b>27.290</b>	<b>28.109</b>
				Monthly	4,071.48	4,193.72	4,319.49	4,449.12	4,582.45	4,719.97
				Annual	48,857.71	50,324.63	51,833.86	53,389.44	54,989.35	56,639.64
56	Outreach Worker	Outreach Worker	2015	Hourly	<b>19.435</b>	<b>20.018</b>	<b>20.619</b>	<b>21.237</b>	<b>21.874</b>	<b>22.531</b>
				Monthly	3,263.46	3,361.36	3,462.27	3,566.05	3,673.01	3,783.33
				Annual	39,161.53	40,336.27	41,547.29	42,792.56	44,076.11	45,399.97
	No Match	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly	<b>16.493</b>	<b>16.988</b>	<b>17.498</b>	<b>18.022</b>	<b>18.563</b>	<b>19.120</b>
				Monthly	2,769.45	2,852.57	2,938.21	3,026.19	3,117.04	3,210.57
				Annual	33,233.40	34,230.82	35,258.47	36,314.33	37,404.45	38,526.80
	No Match	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly	<b>16.799</b>	<b>17.089</b>	<b>17.380</b>	<b>17.670</b>	<b>17.960</b>	<b>18.249</b>
				Monthly	2,820.83	2,869.53	2,918.39	2,967.09	3,015.78	3,064.31
				Annual	33,849.99	34,434.34	35,020.70	35,605.05	36,189.40	36,771.74
	No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly	<b>16.799</b>	<b>17.089</b>	<b>17.380</b>	<b>17.670</b>	<b>17.960</b>	<b>18.249</b>
				Monthly	2,820.83	2,869.53	2,918.39	2,967.09	3,015.78	3,064.31
				Annual	33,849.99	34,434.34	35,020.70	35,605.05	36,189.40	36,771.74

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
No Match		Cultural Support Worker - PIO	2015	Hourly	<b>21.155</b>	<b>21.446</b>	<b>21.737</b>	<b>22.028</b>	<b>22.319</b>	<b>22.609</b>
				Monthly	3,552.28	3,601.14	3,650.01	3,698.87	3,747.73	3,796.43
				Annual	42,627.33	43,213.69	43,800.06	44,386.42	44,972.79	45,557.14
No Match		Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly	<b>24.557</b>	<b>25.383</b>	<b>26.274</b>	<b>27.214</b>	<b>28.180</b>	<b>29.282</b>
				Monthly	4,123.53	4,262.23	4,411.84	4,569.68	4,731.89	4,916.94
				Annual	49,482.36	51,146.75	52,942.11	54,836.21	56,782.70	59,003.23
										<b>30.322</b>
										5,091.57
										61,098.83

**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
42	Counsellor / Coordinator (BSW)	Social Worker <sup>P</sup> Research and Evaluation Coordinator <sup>P</sup> Project Coordinator <sup>P</sup>	2015	Hourly	<b>24.414</b>	<b>25.517</b>	<b>26.667</b>	<b>27.897</b>	<b>29.158</b>	<b>30.436</b>	<b>31.623</b>	<b>31.911</b>
				Monthly	4,099.52	4,284.73	4,477.83	4,684.37	4,896.11	5,110.71	5,310.03	5,358.39
				Annual	49,194.21	51,416.76	53,734.01	56,212.46	58,753.37	61,328.54	63,720.35	64,300.67
42B	Health Facilitator	Support Services Coordinator <sup>P</sup> Education Coordinator <sup>P</sup> Health Promotion Coordinator <sup>P</sup>	2015	Hourly	<b>25.115</b>	<b>25.869</b>	<b>26.645</b>	<b>27.444</b>	<b>28.268</b>	<b>29.116</b>		
				Monthly	4,217.23	4,343.84	4,474.14	4,608.31	4,746.67	4,889.06		
				Annual	50,606.73	52,126.04	53,689.68	55,299.66	56,960.02	58,668.74		
No Match		Medical Lab Assistant <sup>P</sup>	2015	Hourly	<b>18.480</b>	<b>19.033</b>	<b>19.604</b>	<b>20.193</b>	<b>20.784</b>	<b>21.421</b>	<b>22.067</b>	
				Monthly	3,103.10	3,195.96	3,291.84	3,390.74	3,489.98	3,596.94	3,705.42	
				Annual	37,237.20	38,351.50	39,502.06	40,688.90	41,879.76	43,163.32	44,465.01	
No Match		Outreach Worker - PIO <sup>P</sup>	2015	Hourly	<b>24.414</b>	<b>25.517</b>	<b>26.667</b>	<b>27.897</b>	<b>29.158</b>	<b>30.436</b>	<b>31.623</b>	<b>31.911</b>
				Monthly	4,099.52	4,284.73	4,477.83	4,684.37	4,896.11	5,110.71	5,310.03	5,358.39
				Annual	49,194.21	51,416.76	53,734.01	56,212.46	58,753.37	61,328.54	63,720.35	64,300.67
No Match		Occupational Therapist <sup>P</sup> Newly added effective April 1, 2012	2015	Hourly	<b>29.034</b>	<b>29.904</b>	<b>30.801</b>	<b>31.726</b>	<b>32.676</b>	<b>33.656</b>		
				Monthly	4,718.03	4,859.40	5,005.16	5,155.48	5,309.85	5,469.10		
				Annual	56,616.30	58,312.80	60,061.95	61,865.70	63,718.20	65,629.20		
No Match		Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	<b>30.609</b>	<b>31.719</b>	<b>33.055</b>	<b>34.257</b>	<b>35.603</b>	<b>36.969</b>	<b>38.459</b>	<b>41.552</b>
				Monthly	5,139.76	5,326.15	5,550.49	5,752.32	5,978.34	6,207.71	6,457.91	6,709.78
				Annual	61,677.14	63,913.79	66,605.83	69,027.86	71,740.05	74,492.54	77,494.89	80,517.39

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

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2012 – NURSING SECTOR CLASSIFICATIONS**  
**General Increase 3%**

<b>Employer Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 7</b>
Nurse IV	2015								
	Hourly	<b>34.304</b>	<b>35.574</b>	<b>36.846</b>	<b>38.233</b>	<b>39.821</b>	<b>41.362</b>	<b>42.975</b>	
	Monthly	5,760.258	5,973.514	6,187.061	6,419.891	6,686.609	6,945.438	7,216.244	
	Annual	69,123.096	71,682.163	74,244.735	77,038.689	80,239.312	83,345.254	86,594.925	
Nurse V	2015								
	Hourly	<b>36.211</b>	<b>37.598</b>	<b>39.186</b>	<b>40.727</b>	<b>42.410</b>	<b>44.057</b>	<b>45.774</b>	
	Monthly	6,080.435	6,313.263	6,579.980	6,838.807	7,121.300	7,397.950	7,686.283	
	Annual	72,965.220	75,759.155	78,959.760	82,065.683	85,455.596	88,775.396	92,235.401	

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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 Note 1
42	Counsellor / Coordinator (BSW)	Social Worker <sup>P</sup> Research and Evaluation Coordinator <sup>P</sup> Project Coordinator <sup>P</sup>	2015	Hourly	24,414	25,517	26,667	27,897	29,158	30,436	31,823	31,911	32,550
				Monthly	4,099.52	4,284.73	4,477.83	4,684.37	4,896.11	5,110.71	5,310.03	5,358.39	5,465.69
				Annual	49,194.21	51,416.76	53,734.01	56,212.46	58,753.37	61,328.54	63,720.35	64,300.67	65,588.25
42B	Health Facilitator	Support Services Coordinator <sup>P</sup> Education Coordinator <sup>P</sup> Health Promotion Coordinator <sup>P</sup>	2015	Hourly	25,115	25,869	26,645	27,444	28,268	29,116			29,698
				Monthly	4,217.23	4,343.84	4,474.14	4,608.31	4,746.67	4,889.06			4,986.79
				Annual	50,606.73	52,126.04	53,689.68	55,299.66	56,960.02	58,668.74			59,841.47
	No Match	Medical Lab Assistant <sup>P</sup>	2015	Hourly	18,480	19,033	19,604	20,193	20,784	21,421	22,067		22,508
				Monthly	3,103.10	3,195.96	3,291.84	3,390.74	3,489.98	3,596.94	3,705.42		3,779.47
				Annual	37,237.20	38,351.50	39,502.06	40,688.90	41,879.76	43,163.32	44,465.01		45,353.62
	No Match	Outreach Worker - PIO <sup>P</sup>	2015	Hourly	24,414	25,517	26,667	27,897	29,158	30,436	31,823	31,911	32,550
				Monthly	4,099.52	4,284.73	4,477.83	4,684.37	4,896.11	5,110.71	5,310.03	5,358.39	5,465.69
				Annual	49,194.21	51,416.76	53,734.01	56,212.46	58,753.37	61,328.54	63,720.35	64,300.67	65,588.25
	No Match	Occupational Therapist <sup>P</sup> Newly added effective April 1, 2012	2015	Hourly	29,034	29,904	30,801	31,726	32,676	33,656			34,329
				Monthly	4,718.03	4,859.40	5,005.16	5,155.48	5,309.85	5,469.10			5,578.44
				Annual	56,616.30	58,312.80	60,061.95	61,865.70	63,718.20	65,629.20			66,941.31
	No Match	Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	30,609	31,719	33,055	34,257	35,603	36,969	38,459	39,959	41,552
				Monthly	5,139.76	5,326.15	5,550.49	5,752.32	5,978.34	6,207.71	6,457.91	6,709.78	6,977.27
				Annual	61,677.14	63,913.79	66,605.83	69,027.86	71,740.05	74,492.54	77,494.89	80,517.39	83,727.28

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

**SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2012 – NURSING SECTOR CLASSIFICATIONS**  
Addition of 20 Year Scale

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 Note 1
Nurse IV	2015	Hourly	34,304	35,574	36,846	38,233	39,821	41,362	43,835
		Monthly	5,760.258	5,973.514	6,187.061	6,419.891	6,686.609	6,945.438	7,360.569
		Annual	69,123.096	71,682.163	74,244.735	77,038.689	80,239.312	83,345.254	88,326.823
Nurse V	2015	Hourly	36,211	37,598	39,186	40,727	42,410	44,057	46,690
		Monthly	6,080.435	6,313.263	6,579.980	6,838.807	7,121.300	7,397.950	7,840.009
		Annual	72,965.220	75,759.155	78,959.760	82,065.683	85,455.596	88,775.396	94,080.110

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**SCHEDULE "A" – EFFECTIVE DECEMBER 31, 2012 – NURSING SECTOR CLASSIFICATIONS**  
**Market Adjustment 1%**

<b>Employer Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>Year 20</b>	<b>Note 1</b>
Nurse IV	2015									
	Hourly	<b>34,647</b>	<b>35,930</b>	<b>37,214</b>	<b>38,615</b>	<b>40,219</b>	<b>41,776</b>	<b>43,405</b>	<b>44,273</b>	
	Monthly	5,817.861	6,033.249	6,248.932	6,484.090	6,753.475	7,014.892	7,288.406	7,434.174	
Nurse V	Annual	69,814.327	72,398.985	74,987.182	77,809.075	81,041.705	84,178.707	87,460.874	89,210.091	
	2015									
	Hourly	<b>36,573</b>	<b>37,974</b>	<b>39,578</b>	<b>41,135</b>	<b>42,834</b>	<b>44,498</b>	<b>46,232</b>	<b>47,157</b>	
	Monthly	6,141.239	6,376.396	6,645.780	6,907.195	7,192.513	7,471.929	7,763.146	7,918.409	
	Annual	73,694.872	76,516.746	79,749.358	82,886.340	86,310.152	89,663.150	93,157.755	95,020.911	

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Step 6
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly	26,132	26,916	27,723	28,555	29,412	30,294
				Monthly	4,388.00	4,519.65	4,655.15	4,794.86	4,938.77	5,086.87
				Annual	52,655.98	54,235.74	55,861.85	57,538.33	59,265.18	61,042.41
16A	Clerk II	Receptionist Health Care Receptionist Facility Assistant	2015	Hourly	15,631	16,100	16,583	17,080	17,593	18,120
				Monthly	2,624.71	2,703.46	2,784.56	2,868.02	2,954.16	3,042.65
				Annual	31,496.47	32,441.50	33,414.75	34,416.20	35,449.90	36,511.80
16C	Clerk IV	Payroll and Finance Clerk	2015	Hourly	16,841	17,346	17,867	18,403	18,955	19,524
				Monthly	2,827.89	2,912.68	3,000.17	3,090.17	3,182.86	3,278.41
				Annual	33,934.62	34,952.19	36,002.01	37,082.05	38,194.33	39,340.86
53	Medical Assistant	Medical Assistant	2015	Hourly	16,478	16,972	17,481	18,006	18,546	19,102
				Monthly	2,766.93	2,849.88	2,935.35	3,023.51	3,114.18	3,207.54
				Annual	33,203.17	34,198.58	35,224.22	36,282.09	37,370.19	38,490.53
54	Information Technology	Information Technology Advisor	2015	Hourly	24,247	24,975	25,724	26,496	27,290	28,109
				Monthly	4,071.48	4,193.72	4,319.49	4,449.12	4,582.45	4,719.97
				Annual	48,857.71	50,324.63	51,833.86	53,389.44	54,989.35	56,639.64
56	Outreach Worker	Outreach Worker	2015	Hourly	19,435	20,018	20,619	21,237	21,874	22,531
				Monthly	3,263.46	3,361.36	3,462.27	3,566.05	3,673.01	3,783.33
				Annual	39,161.53	40,336.27	41,547.29	42,792.56	44,076.11	45,399.97
No Match	Medical Assistant - PIO (Health Care Receptionist)	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly	16,493	16,988	17,498	18,022	18,563	19,120
				Monthly	2,769.45	2,852.57	2,938.21	3,026.19	3,117.04	3,210.57
				Annual	33,233.40	34,230.82	35,258.47	36,314.33	37,404.45	38,526.80
No Match	Administrative / Reception Clerk - PIO (Receptionist)	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly	16,799	17,089	17,380	17,670	17,960	18,249
				Monthly	2,820.83	2,869.53	2,918.39	2,967.09	3,015.78	3,064.31
				Annual	33,849.99	34,434.34	35,020.70	35,605.05	36,189.40	36,771.74
No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly	16,799	17,089	17,380	17,670	17,960	18,249
				Monthly	2,820.83	2,869.53	2,918.39	2,967.09	3,015.78	3,064.31
				Annual	33,849.99	34,434.34	35,020.70	35,605.05	36,189.40	36,771.74

# CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
No Match		Cultural Support Worker - PIO	2015	Hourly	21,155	21,446	22,028	22,319	22,609	
				Monthly	3,552.28	3,601.14	3,698.87	3,747.73	3,796.43	
				Annual	42,627.33	43,213.69	44,386.42	44,972.79	45,557.14	
No Match		Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly	24,557	25,383	26,274	27,214	28,180	30,322
				Monthly	4,123.53	4,262.23	4,411.84	4,569.68	4,731.89	5,091.57
				Annual	49,482.36	51,146.75	52,942.11	54,836.21	56,782.70	61,098.83

## 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 Mod 1
42	Counsellor / Coordinator (BSW)	Social Worker <sup>P</sup> Research and Evaluation Coordinator <sup>P</sup> Project Coordinator <sup>P</sup>	2015	Hourly	26,340	27,530	28,770	30,097	31,458	32,836	34,118	34,428	35,117
				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	5,896.73
				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	70,760.76
42B	Health Facilitator	Support Services Coordinator <sup>P</sup> Education Coordinator <sup>P</sup> Health Promotion Coordinator <sup>P</sup>	2015	Hourly	27,096	27,909	28,746	29,609	30,497	31,412			32,041
				Monthly	4,549.92	4,686.42	4,827.01	4,971.82	5,120.98	5,274.61			5,380.22
				Annual	54,599.06	56,237.03	57,924.14	59,661.87	61,451.72	63,295.27			64,562.82
No Match		Medical Lab Assistant <sup>P</sup>	2015	Hourly	18,988	19,577	20,143	20,749	21,356	22,010	22,673		23,127
				Monthly	3,188.40	3,287.31	3,382.35	3,484.10	3,586.03	3,695.85	3,807.18		3,883.41
				Annual	38,260.82	39,447.66	40,588.15	41,809.24	43,032.34	44,350.15	45,686.10		46,600.91
No Match		Outreach Worker - PIO <sup>P</sup>	2015	Hourly	26,340	27,530	28,770	30,097	31,458	32,836	34,118	34,428	35,117
				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	5,896.73
				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	70,760.76
No Match		Occupational Therapist <sup>P</sup> Newly added effective April 1, 2012	2015	Hourly	31,058	31,989	32,949	33,937	34,955	36,002			36,723
				Monthly	5,215.24	5,371.56	5,532.69	5,698.61	5,869.52	6,045.41			6,166.40
				Annual	62,582.82	64,458.73	66,392.23	68,383.31	70,434.19	72,544.87			73,996.85
No Match		Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	33,024	34,221	35,462	36,759	38,111	39,505	41,493	43,111	44,830
				Monthly	5,545.20	5,746.24	5,988.22	6,266.01	6,449.86	6,697.43	6,967.33	7,239.10	7,527.62
				Annual	66,542.41	68,954.82	71,858.65	74,472.10	77,398.27	80,369.11	83,608.00	86,869.23	90,331.49

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

\* 5.0% MA - Social Worker

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

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2013 – NURSING SECTOR CLASSIFICATIONS**  
**General Increase 2%**

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year	
Nurse IV	2015	Hourly	35,340	36,649	37,959	39,387	41,024	42,612	44,273	45,158
		Monthly	5,934.175	6,153.978	6,373.949	6,613.734	6,888.613	7,155.265	7,434.175	7,582.781
		Annual	71,210.100	73,847.735	76,487.385	79,364.805	82,663.360	85,863.180	89,210.095	90,993.370
Nurse V	2015	Hourly	37,305	38,733	40,369	41,957	43,690	45,388	47,157	48,100
		Monthly	6,264.131	6,503.916	6,778.628	7,045.280	7,336.279	7,621.402	7,918.446	8,076.792
		Annual	75,169.575	78,046.995	81,343.535	84,543.355	88,035.350	91,456.820	95,021.355	96,921.500



**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Step 6
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly Monthly Annual	26.785 4,497.65 53,971.78	27.589 4,632.65 55,591.84	28.416 4,771.52 57,258.24	29.269 4,914.75 58,977.04	30.147 5,062.18 60,746.21	31.051 5,213.98 62,567.77
16A	Clerk II	Receptionist Health Care Receptionist Facility Assistant	2015	Hourly Monthly Annual	16.022 2,690.36 32,284.33	16.502 2,770.96 33,251.53	16.997 2,854.08 34,248.96	17.507 2,939.72 35,276.61	18.032 3,027.87 36,334.48	18.573 3,118.72 37,424.60
16C	Clerk IV	Payroll and Finance Clerk	2015	Hourly Monthly Annual	17.262 2,898.58 34,782.93	17.780 2,985.56 35,826.70	18.314 3,075.23 36,902.71	18.863 3,167.41 38,008.95	19.429 3,262.45 39,149.44	20.012 3,360.35 40,324.18
53	Medical Assistant	Medical Assistant	2015	Hourly Monthly Annual	16.890 2,836.11 34,033.35	17.397 2,921.25 35,054.96	17.918 3,008.73 36,104.77	18.456 3,099.07 37,188.84	19.010 3,192.10 38,305.15	19.580 3,287.81 39,453.70
54	Information Technology	Information Technology Advisor	2015	Hourly Monthly Annual	24.853 4,173.23 50,078.80	25.599 4,298.50 51,581.99	26.367 4,427.46 53,129.51	27.158 4,560.28 54,723.37	27.973 4,697.13 56,365.60	28.812 4,838.02 58,056.18
56	Outreach Worker	Outreach Worker	2015	Hourly Monthly Annual	19.921 3,345.07 40,140.82	20.519 3,445.48 41,345.79	21.134 3,548.75 42,585.01	21.768 3,655.21 43,862.52	22.421 3,764.86 45,178.32	23.094 3,877.87 46,534.41
	No Match	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	16.905 2,838.63 34,063.58	17.413 2,923.93 35,087.20	17.935 3,011.59 36,139.03	18.473 3,101.93 37,223.10	19.027 3,194.95 38,339.41	19.598 3,290.83 39,489.97
	No Match	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly Monthly Annual	17.219 2,891.36 34,696.29	17.516 2,941.23 35,294.74	17.815 2,991.44 35,897.23	18.112 3,041.31 36,495.68	18.409 3,091.18 37,094.14	18.706 3,141.05 37,692.59
	No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	17.219 2,891.36 34,696.29	17.516 2,941.23 35,294.74	17.815 2,991.44 35,897.23	18.112 3,041.31 36,495.68	18.409 3,091.18 37,094.14	18.706 3,141.05 37,692.59

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
No Match		Cultural Support Worker - PIO	2015	Hourly	<b>21,684</b>	<b>21,982</b>	<b>22,280</b>	<b>22,579</b>	<b>22,877</b>	<b>23,175</b>
				Monthly	3,641.11	3,691.14	3,741.18	3,791.39	3,841.43	3,891.47
				Annual	43,693.26	44,293.73	44,894.20	45,496.69	46,097.16	46,697.63
No Match		Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly	<b>25,171</b>	<b>26,018</b>	<b>26,931</b>	<b>27,895</b>	<b>28,884</b>	<b>30,014</b>
				Monthly	4,226.63	4,368.86	4,522.16	4,684.04	4,850.11	5,039.85
				Annual	50,719.57	52,426.27	54,265.97	56,208.43	58,201.26	60,478.21
										<b>62,626.20</b>

**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 2014
42	Counsellor / Coordinator (BSW)	Social Worker <sup>P</sup> Research and Evaluation Coordinator <sup>P</sup> Project Coordinator <sup>P</sup> Health Educator <sup>P</sup> (newly added)	2015	Hourly	<b>27,943</b>	<b>29,202</b>	<b>30,548</b>	<b>31,930</b>	<b>33,329</b>	<b>34,630</b>	<b>34,944</b>		<b>35,644</b>
				Monthly	4,489.25	4,903.50	5,129.52	5,361.58	5,596.50	5,814.95	5,867.68		5,985.22
				Annual	53,871.03	58,842.03	61,554.22	64,338.95	67,157.94	69,779.45	70,412.16		71,822.66
42B	Health Facilitator	Support Services Coordinator <sup>P</sup> Health Promotion Coordinator <sup>P</sup>	2015	Hourly	<b>27,502</b>	<b>29,177</b>	<b>30,953</b>	<b>30,954</b>	<b>31,883</b>				<b>32,522</b>
				Monthly	4,618.04	4,756.74	4,899.31	5,046.40	5,197.69	5,353.69			5,460.99
				Annual	55,416.53	57,080.92	58,791.66	60,556.80	62,372.31	64,244.25			65,531.83
No Match		Medical Lab Assistant <sup>P</sup>	1950	Hourly	<b>19,273</b>	<b>19,871</b>	<b>20,445</b>	<b>21,060</b>	<b>21,576</b>	<b>22,340</b>	<b>23,013</b>		<b>23,474</b>
				Monthly	3,236.26	3,336.67	3,433.06	3,536.33	3,639.76	3,751.26	3,864.27		3,941.68
				Annual	38,835.10	40,040.07	41,196.68	42,435.90	43,677.14	45,015.10	46,371.20		47,300.11
No Match		Outreach Worker - PIO <sup>P</sup>	2015	Hourly	<b>26,735</b>	<b>27,943</b>	<b>29,202</b>	<b>30,548</b>	<b>31,930</b>	<b>33,329</b>	<b>34,630</b>	<b>34,944</b>	<b>35,644</b>
				Monthly	4,489.25	4,692.10	4,903.50	5,129.52	5,361.58	5,596.50	5,814.95	5,867.68	5,985.22
				Annual	53,871.03	56,305.15	58,842.03	61,554.22	64,338.95	67,157.94	69,779.45	70,412.16	71,822.66
No Match		Occupational Therapist <sup>P</sup> Newly added effective April 1, 2012	2015	Hourly	<b>31,524</b>	<b>32,469</b>	<b>33,443</b>	<b>34,446</b>	<b>35,479</b>	<b>36,542</b>			<b>37,274</b>
				Monthly	5,253.41	5,452.09	5,615.64	5,784.06	5,957.52	6,136.01			6,258.93
				Annual	63,520.86	65,425.04	67,387.65	69,408.69	71,490.19	73,632.13			75,107.11
No Match		Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	<b>33,519</b>	<b>34,734</b>	<b>36,197</b>	<b>37,513</b>	<b>38,987</b>	<b>40,483</b>	<b>42,115</b>	<b>43,758</b>	<b>45,502</b>
				Monthly	5,628.40	5,832.42	6,078.08	6,299.06	6,546.57	6,797.77	7,071.81	7,347.70	7,640.54
				Annual	67,540.79	69,989.01	72,936.96	75,588.70	78,558.81	81,573.25	84,861.73	88,172.37	91,686.53
													93,522.20

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

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2014 – NURSING SECTOR CLASSIFICATIONS**  
**General Increase of 2%**

<b>Nurse Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Year 6</b>	<b>20 Year</b>
<b>Nurse IV</b>	2015	<b>36.047</b>	<b>37.382</b>	<b>38.718</b>	<b>40.175</b>	<b>41.844</b>	<b>43.464</b>	<b>45.158</b>	<b>46.062</b>
	Hourly								
	Monthly	6,052.892	6,277.061	6,501.398	6,746.052	7,026.305	7,298.330	7,582.781	7,734.578
	Annual	72,634.705	75,324.730	78,016.770	80,952.625	84,315.660	87,579.960	90,993.370	92,814.930
<b>Nurse V</b>	2015	<b>38.051</b>	<b>39.508</b>	<b>41.177</b>	<b>42.797</b>	<b>44.564</b>	<b>46.296</b>	<b>48.100</b>	<b>49.062</b>
	Hourly								
	Monthly	6,389.397	6,634.052	6,914.305	7,186.330	7,483.038	7,773.870	8,076.792	8,238.328
	Annual	76,672.765	79,608.620	82,971.655	86,235.955	89,796.460	93,286.440	96,921.500	98,859.930

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Step 6	Year 20 Note 2
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly Monthly Annual	<b>26.785</b> 4,497.65 53,971.78	<b>27.589</b> 4,632.65 55,591.84	<b>28.416</b> 4,771.52 57,258.24	<b>29.269</b> 4,914.75 58,977.04	<b>30.147</b> 5,062.18 60,746.21	<b>31.051</b> 5,213.98 62,567.77	<b>31.672</b> 5,318.26 63,819.08
16A	Clerk II	Receptionist Health Care Receptionist Facility Assistant	2015	Hourly Monthly Annual	<b>16.022</b> 2,690.36 32,284.33	<b>16.502</b> 2,770.96 33,251.53	<b>16.997</b> 2,854.08 34,248.96	<b>17.507</b> 2,939.72 35,276.61	<b>18.032</b> 3,027.87 36,334.48	<b>18.573</b> 3,118.72 37,424.60	<b>18.945</b> 3,181.18 38,174.18
16C	Clerk IV	Payroll and Finance Clerk	2015	Hourly Monthly Annual	<b>17.262</b> 2,898.58 34,782.93	<b>17.780</b> 2,985.56 35,826.70	<b>18.314</b> 3,075.23 36,902.71	<b>18.863</b> 3,167.41 38,008.95	<b>19.429</b> 3,262.45 39,149.44	<b>20.012</b> 3,360.35 40,324.18	<b>20.412</b> 3,427.52 41,130.18
53	Medical Assistant	Medical Assistant	2015	Hourly Monthly Annual	<b>16.890</b> 2,836.11 34,033.35	<b>17.397</b> 2,921.25 35,054.96	<b>17.918</b> 3,008.73 36,104.77	<b>18.456</b> 3,099.07 37,188.84	<b>19.010</b> 3,192.10 38,305.15	<b>19.580</b> 3,287.81 39,453.70	<b>19.972</b> 3,353.63 40,243.58
54	Information Technology	Information Technology Advisor	2015	Hourly Monthly Annual	<b>24.853</b> 4,173.23 50,078.80	<b>25.599</b> 4,298.50 51,581.99	<b>26.367</b> 4,427.46 53,129.51	<b>27.158</b> 4,560.28 54,723.37	<b>27.973</b> 4,697.13 56,365.60	<b>28.812</b> 4,838.02 58,056.18	<b>29.388</b> 4,934.74 59,216.82
56	Outreach Worker	Outreach Worker	2015	Hourly Monthly Annual	<b>19.921</b> 3,345.07 40,140.82	<b>20.519</b> 3,445.48 41,345.79	<b>21.134</b> 3,548.75 42,585.01	<b>21.768</b> 3,655.21 43,862.52	<b>22.421</b> 3,764.86 45,178.32	<b>23.094</b> 3,877.87 46,534.41	<b>23.556</b> 3,955.45 47,465.34
	No Match	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	<b>16.905</b> 2,838.63 34,063.58	<b>17.413</b> 2,923.93 35,087.20	<b>17.935</b> 3,011.59 36,139.03	<b>18.473</b> 3,101.93 37,223.10	<b>19.027</b> 3,194.95 38,339.41	<b>19.598</b> 3,290.83 39,489.97	<b>19.990</b> 3,356.65 40,279.85
	No Match	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly Monthly Annual	<b>17.219</b> 2,891.36 34,696.29	<b>17.516</b> 2,941.23 35,294.74	<b>17.815</b> 2,991.44 35,897.23	<b>18.112</b> 3,041.31 36,495.68	<b>18.409</b> 3,091.18 37,094.14	<b>18.706</b> 3,141.05 37,692.59	<b>19.080</b> 3,203.85 38,446.20
	No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	<b>17.219</b> 2,891.36 34,696.29	<b>17.516</b> 2,941.23 35,294.74	<b>17.815</b> 2,991.44 35,897.23	<b>18.112</b> 3,041.31 36,495.68	<b>18.409</b> 3,091.18 37,094.14	<b>18.706</b> 3,141.05 37,692.59	<b>19.080</b> 3,203.85 38,446.20
	No Match	Cultural Support Worker - PIO	2015	Hourly Monthly Annual	<b>21.684</b> 3,641.11 43,693.26	<b>21.982</b> 3,691.14 44,293.73	<b>22.280</b> 3,741.18 44,894.20	<b>22.579</b> 3,791.39 45,496.69	<b>22.877</b> 3,841.43 46,097.16	<b>23.175</b> 3,891.47 46,697.63	<b>23.538</b> 3,969.21 47,630.57
	No Match	Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly Monthly Annual	<b>25.171</b> 4,226.63 50,719.57	<b>26.018</b> 4,368.86 52,426.27	<b>26.931</b> 4,522.16 54,265.97	<b>27.895</b> 4,684.04 56,208.43	<b>28.884</b> 4,850.11 58,201.26	<b>30.014</b> 5,039.85 60,478.21	<b>31.701</b> 5,323.13 62,877.52

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

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

Market Adjustment 1.1%

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year	
Nurse IV	2015	Hourly	36.444	37.793	39.144	40.617	42.304	43.942	45.655	46.568
		Monthly	6,119.555	6,346.075	6,572.930	6,820.271	7,103.547	7,378.594	7,666.235	7,819.543
		Annual	73,434.660	76,152.895	78,875.160	81,843.255	85,242.560	88,543.130	91,994.825	93,834.520
Nurse V	2015	Hourly	38.469	39.942	41.630	43.267	45.055	46.805	48.629	49.602
		Monthly	6,459.586	6,706.928	6,990.371	7,265.250	7,565.485	7,859.340	8,165.620	8,329.003
		Annual	77,515.035	80,483.130	83,884.450	87,183.005	90,785.825	94,312.075	97,987.435	99,948.030

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Step 6	Year 20 <sup>Note 2</sup>
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly	27,455	28,278	29,127	30,000	30,900	31,827	32,464
				Monthly	4,610.15	4,748.35	4,890.91	5,037.50	5,188.63	5,344.28	5,451.25
				Annual	55,321.83	58,980.17	58,690.91	60,450.00	62,263.50	64,131.41	65,414.96
16A	Clerk II	Receptionist	2015	Hourly	16,422	16,915	17,422	17,945	18,483	19,038	19,419
16C	Clerk IV	Health Care Receptionist Facility Assistant	2015	Hourly	17,694	18,225	18,771	19,335	19,915	20,512	20,922
				Monthly	2,971.12	3,060.28	3,151.96	3,246.67	3,344.06	3,444.31	3,513.15
				Annual	35,653.41	36,723.38	37,823.57	38,960.03	40,128.73	41,331.68	42,157.83
53	Medical Assistant	Medical Assistant	2015	Hourly	17,312	17,831	18,366	18,917	19,485	20,069	20,471
54	Information Technology	Information Technology Advisor	2015	Hourly	25,475	26,239	27,026	27,837	28,672	29,532	30,123
				Monthly	4,277.68	4,405.97	4,538.12	4,674.30	4,814.51	4,958.92	5,058.15
				Annual	51,332.13	52,871.59	54,457.39	56,091.56	57,774.08	59,506.98	60,697.85
56	Outreach Worker	Outreach Worker	2015	Hourly	20,419	21,032	21,663	22,313	22,982	23,671	24,145
No Match	Medical Assistant - PIO (Health Care Receptionist)	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly	17,328	17,848	18,383	18,935	19,503	20,088	20,490
				Monthly	2,909.66	2,996.98	3,086.81	3,179.50	3,274.88	3,373.11	3,440.61
				Annual	34,915.92	35,963.72	37,041.75	38,154.03	39,298.55	40,477.32	41,287.35
No Match	Administrative / Reception Clerk - PIO (Receptionist)	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly	17,650	17,954	18,260	18,565	18,869	19,173	19,557
				Monthly	2,963.73	3,014.78	3,066.16	3,117.37	3,168.42	3,219.47	3,283.95
				Annual	35,564.75	36,177.31	36,793.90	37,408.48	38,021.04	38,633.60	39,407.36
No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly	17,650	17,954	18,260	18,565	18,869	19,173	19,557
				Monthly	2,963.73	3,014.78	3,066.16	3,117.37	3,168.42	3,219.47	3,283.95
				Annual	35,564.75	36,177.31	36,793.90	37,408.48	38,021.04	38,633.60	39,407.36
No Match	Cultural Support Worker - PIO	Cultural Support Worker - PIO	2015	Hourly	22,226	22,532	22,837	23,144	23,449	23,754	24,229
				Monthly	3,732.12	3,783.50	3,834.71	3,886.26	3,937.48	3,988.69	4,068.45
				Annual	44,785.39	45,401.98	46,016.56	46,635.16	47,249.74	47,864.31	48,821.44
No Match	Information Technology Support - PIO (Information Technology Advisor)	Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly	25,800	26,668	27,604	28,592	29,606	30,764	32,494
				Monthly	4,332.25	4,478.00	4,635.17	4,801.07	4,971.34	5,165.79	5,456.28
				Annual	51,987.00	53,736.02	55,622.06	57,612.88	59,656.09	61,989.46	65,475.41

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Notes	
42	Counselor / Coordinator (BSW)	Social Worker <sup>P</sup>	2015	Hourly	27,136	28,362	29,640	31,007	32,409	33,828	35,149	35,469	36,178		
		Research and Evaluation Coordinator <sup>P</sup>	Monthly	4,556.59	4,762.45	4,977.05	5,206.59	5,442.01	5,680.29	5,902.10	5,955.84		6,074.89		
		Project Coordinator <sup>P</sup>	Annual	54,679.04	57,149.43	59,724.60	62,479.11	65,304.14	68,163.42	70,825.24	71,470.04		72,898.67		
		Health Educator <sup>P</sup>													
42B	Health Facilitator	Support Services Coordinator <sup>P</sup>	2015	Hourly	27,915	28,753	29,615	30,504	31,419	32,361			33,009		
		Health Promotion Coordinator <sup>P</sup>	Monthly	4,687.39	4,828.11	4,972.85	5,122.13	5,275.77	5,433.95				5,542.76		
			Annual	56,248.73	57,937.30	59,674.23	61,465.56	63,309.29	65,207.42				66,513.14		
		Medical Lab Assistant <sup>P</sup>	1950	Hourly	19,562	20,169	20,752	21,376	22,001	22,675	23,358		23,826		
		Monthly	3,284.79	3,386.71	3,484.61	3,589.39	3,694.34	3,807.51	3,922.20			4,000.78			
		Annual	39,417.43	40,640.54	41,815.28	43,072.64	44,332.02	45,690.13	47,066.37			48,009.39			
	No Match	Outreach Worker - PIO <sup>P</sup>	2015	Hourly	27,136	28,362	29,640	31,007	32,409	33,828	35,149	35,469	36,178		
			Monthly	4,556.59	4,762.45	4,977.05	5,206.59	5,442.01	5,680.29	5,902.10	5,955.84		6,074.89		
			Annual	54,679.04	57,149.43	59,724.60	62,479.11	65,304.14	68,163.42	70,825.24	71,470.04		72,898.67		
		Occupational Therapist <sup>P</sup>	2015	Hourly	31,997	32,956	33,945	34,963	36,012	37,090			37,833		
		Monthly	5,372.83	5,533.86	5,699.93	5,870.87	6,047.02	6,228.03				6,352.79			
		Annual	64,473.96	66,406.34	68,399.18	70,450.45	72,564.18	74,736.35				76,233.50			
	No Match	Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	34,022	35,255	36,740	38,076	39,572	41,091	42,747	44,414	46,165	47,109	
			Monthly	5,712.86	5,919.90	6,169.26	6,393.60	6,644.80	6,899.86	7,177.93	7,457.85	7,755.23	7,910.39		
			Annual	68,554.33	71,038.83	74,031.10	76,723.14	79,737.58	82,798.37	86,135.21	89,494.21	93,062.78	94,924.64		

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

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

General Increase of 2%

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year
Nurse IV	2015	Hourly	38,549	39,927	41,429	43,150	44,821	46,568	47,500
		Monthly	6,473,020	6,704,409	6,956,520	7,245,604	7,526,193	7,819,543	7,976,042
		Annual	74,901,580	80,452,905	83,479,435	86,947,250	90,314,315	93,834,520	95,712,500
Nurse V	2015	Hourly	40,741	42,462	44,133	45,956	47,741	49,602	50,594
		Monthly	6,841,093	7,130,078	7,410,666	7,716,778	8,016,510	8,329,003	8,495,576
		Annual	79,066,585	85,560,930	88,927,995	92,601,340	96,198,115	99,948,030	101,946,910



**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Step 6	Year 20 Note 2
2C	Volunteer Coordinator	Community Engagement Coordinator	2015	Hourly Monthly Annual	<b>28.004</b> 4,702.34 56,428.06	<b>28.844</b> 4,843.39 58,120.66	<b>29.709</b> 4,988.64 59,863.64	<b>30.600</b> 5,138.25 61,659.00	<b>31.518</b> 5,292.40 63,508.77	<b>32.464</b> 5,451.25 65,414.96	<b>33.113</b> 5,560.23 66,722.70
16A	Clerk II	Receptionist Health Care Receptionist Facility Assistant	2015	Hourly Monthly Annual	<b>16.751</b> 2,812.77 33,753.27	<b>17.253</b> 2,897.07 34,764.80	<b>17.771</b> 2,984.05 35,808.57	<b>18.304</b> 3,073.55 36,882.56	<b>18.853</b> 3,165.73 37,988.80	<b>19.419</b> 3,260.77 39,129.29	<b>19.987</b> 3,325.93 39,911.11
16C	Clerk IV	Payroll and Finance Clerk	2015	Hourly Monthly Annual	<b>18.048</b> 3,030.56 36,366.72	<b>18.589</b> 3,121.40 37,456.84	<b>19.147</b> 3,215.10 38,581.21	<b>19.721</b> 3,311.49 39,737.82	<b>20.313</b> 3,410.89 40,930.70	<b>20.922</b> 3,513.15 42,157.83	<b>21.341</b> 3,583.51 43,002.12
53	Medical Assistant	Medical Assistant	2015	Hourly Monthly Annual	<b>17.558</b> 2,965.07 35,580.87	<b>18.188</b> 3,054.07 36,648.82	<b>18.734</b> 3,145.75 37,749.01	<b>19.296</b> 3,240.12 38,881.44	<b>19.875</b> 3,337.34 40,048.13	<b>20.471</b> 3,437.42 41,249.07	<b>20.880</b> 3,506.10 42,073.20
54	Information Technology	Information Technology Advisor	2015	Hourly Monthly Annual	<b>25.984</b> 4,363.15 52,357.76	<b>26.764</b> 4,494.12 53,929.46	<b>27.567</b> 4,628.96 55,547.51	<b>28.394</b> 4,767.83 57,213.91	<b>29.245</b> 4,910.72 58,928.68	<b>30.123</b> 5,058.15 60,697.85	<b>30.725</b> 5,159.24 61,910.88
56	Outreach Worker	Outreach Worker	2015	Hourly Monthly Annual	<b>20.827</b> 3,497.20 41,966.41	<b>21.452</b> 3,602.15 43,225.78	<b>22.096</b> 3,710.29 44,523.44	<b>22.759</b> 3,821.62 45,859.39	<b>23.442</b> 3,936.30 47,235.63	<b>24.145</b> 4,054.35 48,652.18	<b>24.828</b> 4,135.45 49,625.42
	No Match	Medical Assistant - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	<b>17.675</b> 2,967.93 35,615.13	<b>18.205</b> 3,056.92 36,683.08	<b>18.751</b> 3,148.61 37,783.27	<b>19.314</b> 3,243.14 38,917.71	<b>19.893</b> 3,340.37 40,084.40	<b>20.490</b> 3,440.61 41,287.35	<b>20.900</b> 3,509.46 42,113.50
	No Match	Administrative / Reception Clerk - PIO (Receptionist)	2015	Hourly Monthly Annual	<b>18.003</b> 3,023.00 36,276.05	<b>18.313</b> 3,075.06 36,900.70	<b>18.625</b> 3,127.45 37,529.38	<b>18.936</b> 3,179.67 38,156.04	<b>19.246</b> 3,231.72 38,780.69	<b>19.557</b> 3,283.95 39,407.36	<b>19.948</b> 3,349.60 40,195.22
	No Match	Clinical Reception Clerk - PIO (Health Care Receptionist)	2015	Hourly Monthly Annual	<b>18.003</b> 3,023.00 36,276.05	<b>18.313</b> 3,075.06 36,900.70	<b>18.625</b> 3,127.45 37,529.38	<b>18.936</b> 3,179.67 38,156.04	<b>19.246</b> 3,231.72 38,780.69	<b>19.557</b> 3,283.95 39,407.36	<b>19.948</b> 3,349.60 40,195.22
	No Match	Cultural Support Worker - PIO	2015	Hourly Monthly Annual	<b>22.671</b> 3,806.84 45,682.07	<b>22.982</b> 3,859.06 46,308.73	<b>23.294</b> 3,911.45 46,937.41	<b>23.607</b> 3,964.01 47,568.11	<b>23.918</b> 4,016.23 48,194.77	<b>24.229</b> 4,068.45 48,821.44	<b>24.714</b> 4,149.89 49,798.71
	No Match	Information Technology Support - PIO (Information Technology Advisor)	2015	Hourly Monthly Annual	<b>26.316</b> 4,418.90 53,026.74	<b>27.202</b> 4,567.67 54,812.03	<b>28.156</b> 4,727.86 56,734.34	<b>29.164</b> 4,897.12 58,765.46	<b>30.198</b> 5,070.75 60,848.97	<b>31.379</b> 5,269.06 63,228.69	<b>32.494</b> 5,456.28 65,475.41



**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, 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	Year 1
42	Counselor/Coordinator (BSW)	Social Worker <sup>***</sup> Research and Evaluation Coordinator <sup>***</sup> Project Coordinator <sup>***</sup> Health Educator <sup>***</sup>	2015	Hourly	30,225	31,133	32,066	33,029	34,021	35,043	36,096	37,180	38,295	39,445	40,234
			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	6,822.96	7,029.11
			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	81,871.51	84,330.13
42B	Health Facilitator	Support Services Coordinator <sup>***</sup> Health Promotion Coordinator <sup>***</sup>	2015	Hourly	29,263	30,141	31,045	31,976	32,936	33,924	34,942	35,990	37,068	38,176	39,314
			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	6,822.96	7,029.11
			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	81,871.51	84,330.13
	No Match	Medical Lab Assistant <sup>P</sup>	1950	Hourly	19,953	20,572	21,167	21,804	22,442	23,129	23,825	24,530	25,244	25,968	26,702
			Monthly	3,350.44	3,454.38	3,554.29	3,661.26	3,768.39	3,883.75	4,000.62	4,119.14	4,240.34	4,364.24	4,490.84	4,619.14
			Annual	40,205.30	41,452.58	42,651.51	43,935.06	45,220.63	46,604.94	48,007.38	49,428.88	50,868.44	52,327.12	53,804.96	55,301.91
	No Match	Outreach Worker - PIO <sup>P</sup>	2015	Hourly	27,679	28,929	30,232	31,527	33,057	34,505	35,852	37,178	38,494	39,802	41,102
			Monthly	4,647.77	4,857.66	5,076.46	5,310.70	5,550.82	5,793.97	6,020.15	6,243.14	6,463.78	6,681.96	6,907.74	7,131.14
			Annual	55,773.19	58,291.94	60,917.48	63,728.41	66,609.86	69,527.58	72,441.78	75,352.53	78,260.84	81,166.84	84,071.68	86,974.51
	No Match	Occupational Therapist <sup>***</sup> Newly added effective April 1, 2012	2015	Hourly	33,208	34,203	35,230	36,286	37,375	38,494	39,642	40,820	42,028	43,256	44,504
			Monthly	5,576.18	5,743.25	5,915.70	6,093.02	6,275.89	6,463.78	6,656.24	6,848.70	7,041.66	7,234.62	7,427.18	7,619.94
			Annual	66,914.12	68,919.05	70,988.45	73,116.29	75,310.63	77,565.41	79,876.68	82,244.24	84,668.08	87,147.29	89,681.27	92,270.03
	No Match	Counselor (Mental Health Therapist) <sup>P</sup>	2015	Hourly	34,703	35,960	37,475	38,838	40,363	41,912	43,602	45,302	47,109	48,951	50,827
			Monthly	5,827.21	6,038.28	6,292.68	6,521.55	6,777.62	7,037.72	7,321.50	7,606.96	7,910.39	8,232.74	8,574.14	8,925.59
			Annual	69,926.55	72,459.40	75,512.13	78,258.57	81,331.45	84,452.68	87,858.03	91,283.53	94,924.64	98,822.77	102,949.11	107,304.77

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

\*\*\*Standardization

\*\*\*\*Recruitment & Retention

1.75% - Cardiology Technologist Echo Sonographers, Occupational Therapist, Physiotherapist, Sonographers

2.65% - Audiologist, MRI Technologist, Respiratory Therapist, SLP

**SCHEDULE "A" – EFFECTIVE APRIL 1, 2016 – NURSING SECTOR CLASSIFICATIONS**  
General Increase of 2%

Nurse Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year
Nurse IV	2015	Hourly	39,320	40,725	42,258	44,013	45,717	47,500	48,450
	Monthly	6,366.728	6,838.406	7,095.823	7,390.516	7,676.646	7,976.042	8,135.563	8,135.563
	Annual	76,400.740	82,060.875	85,149.870	88,686.195	92,119.755	95,712.500	97,626.750	97,626.750
Nurse V	2015	Hourly	41,556	43,312	45,015	46,875	48,696	50,594	51,605
	Monthly	6,720.529	6,977.945	7,272.807	7,558.769	7,871.094	8,176.870	8,495.576	8,655.340
	Annual	80,646.345	83,735.340	87,273.680	90,705.225	94,453.125	98,122.440	101,946.910	103,984.075

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**SCHEDULE "A" – EFFECTIVE OCTOBER 1, 2016 – NURSING SECTOR CLASSIFICATIONS**

Nurse Classification	Annual Hours			Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	20 Year
	2015	Hourly	38,295	39,713	41,133	42,580	44,454	46,174	47,975	48,934	
Nurse IV		Monthly	6,430,369	6,668,475	6,906,916	7,166,683	7,464,568	7,753,384	8,055,802	8,216,834	
		Annual	77,164,425	80,021,695	82,882,995	86,000,200	89,574,810	93,040,610	96,669,625	98,602,010	
		Hourly	40,424	41,972	43,745	45,465	47,343	49,183	51,100	52,122	
Nurse V		Monthly	6,787,863	7,047,798	7,345,515	7,634,331	7,949,679	8,258,645	8,580,542	8,752,153	
		Annual	81,454,360	84,573,580	88,146,175	91,611,975	95,396,145	99,103,745	102,966,500	105,025,830	
		Hourly									

**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).***

**CUPE LOCAL 2348 AND NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**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).***

MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CANADIAN UNION OF PUBLIC EMPLOYEES,**  
**LOCAL 2348**  
**AND**  
**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**  
**RE: GENERAL WAGE STANDARDIZATION FUND**

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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 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16



# **LETTER OF UNDERSTANDING**

## **BETWEEN**

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

## **AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**RE: REPRESENTATIONAL ABORIGINAL WORK FORCE**

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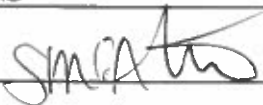
The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned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

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

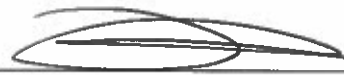
(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbe/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**RE: WAGE ADJUSTMENT – NURSES 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:**
  - Nurse IV
  - Nurse V

Signed this 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, 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 11 day of May, 2016.

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



**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16

## **LETTER OF UNDERSTANDING**

### **BETWEEN**

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

### **AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

### **RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE**

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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.



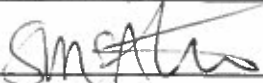
The Provincial Facility Support Sector Advisory Committee will commence meeting within ninety (90) days of all Unions' ratification of the 2008 negotiated agreement.

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 11 day of May, 2016.

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

**FOR THE EMPLOYER:**  
**NINE CIRCLES COMMUNITY**  
**HEALTH CENTRE, INC.**

MK:cbe/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

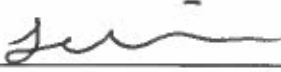
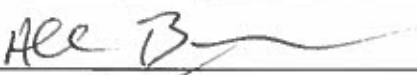

**RE: PENSION OR BENEFIT PLAN IMPROVEMENTS**

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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 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16

## LETTER OF UNDERSTANDING

### BETWEEN

CANADIAN UNION OF PUBLIC EMPLOYEES,  
LOCAL 2348

### AND

NINE CIRCLES COMMUNITY HEALTH CENTRE, 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:




Stand Group #	Nine Circles Community Health Centre Classification Title	MAHCP Comparable Classification
42	Advocate – Intake Worker	Social Worker (BSW)
42	Research and Evaluation Coordinator	Social Worker (BSW)
42	Special Project Coordinator	Social Worker (BSW)
42	Long-Term Support Coordinator	Social Worker (BSW)
42B	Health Promotion Coordinator	Social Worker (BSW) (Same adj pattern)
42B	Health Promotion Coordinator - PIO	Social Worker (BSW) (Same adj pattern)
42B	Education & Information Coordinator	Social Worker (BSW) (Same adj pattern)
42B	Education & Information Coordinator - PIO	Social Worker (BSW) (Same adj pattern)
42B	Clinic Coordinator	Social Worker (BSW) (Same adj pattern)
42B	Administrative Coordinator	Social Worker (BSW) (Same adj pattern)
	Mental Health Therapist*	Shared Care Counsellor*

*\*Linked to MGEU 220 Shared Care Counsellor.*




Signed this 11 day of May, 2016.

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

  
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**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**

  
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MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**




**RE: HEALTH EDUCATOR**

---


**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 Health Educator should be slotted into another classification group, such slotting and relevant wage increase will be retroactive to April 1, 2014.**

Signed this 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**




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

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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 11 day of May, 2016.

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

**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**

MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, 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**

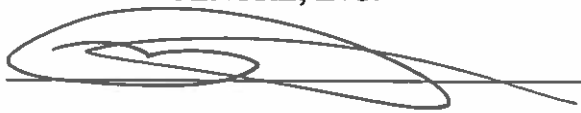
**Any Reclassification (increase) which may apply will take effect April 1, 2015.**

Signed this 11 day of May, 2016.

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

  
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**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**

  
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MK:cbc/cope 491  
21-Apr-16

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.**

**RE: PART-TIME EMPLOYEE BREAK ENTITLEMENT**

---

Pursuant to Articles 23.04 (Breaks) and 17.01 (Proration of the Agreement) the Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarters (7¾) hours per day (hereinafter referred to as "regular hours of work").

1. As set out in the Collective Agreement, the terms and conditions of the Collective Agreement shall apply to part-time employees.
2.
  - (a) Shifts of three (3) to four (4) hours and fifty-nine (59) minutes per day shall include one (1) fifteen (15) minute paid rest period.
  - (b) Shifts of five (5) to six (6) hours and fifty-nine (59) minutes per day shall include one (1) fifteen (15) minute paid rest period and one (1) thirty (30) minute unpaid meal period.
  - (c) Shifts of seven (7) to seven and three-quarters (7¾) hours per day shall include two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid meal break.
3. Employees shall have the option, upon mutual agreement with the Employer, to combine their meal and rest breaks in order to have a longer meal period.
4. In the event that an employee is required to work beyond the end of her scheduled shift, she shall be paid for all hours worked beyond the shift at her basic salary up to the regular hours of work as set out under Article 23.01. Overtime rates of pay shall be applicable for time worked in excess of regular hours work, in accordance with Article 24.




cont. on page 91

cont. LOU re. Part-Time Employee Break Entitlement


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

Signed this 11 day of May, 2016.

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

  
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**FOR THE EMPLOYER:  
NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**

  
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MK:cbc/cope 491  
22-Apr-16

**LETTER OF UNDERSTANDING  
BETWEEN  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348  
AND  
NINE CIRCLES COMMUNITY HEALTH CENTRE, INC.  
RE: PART-TIME EMPLOYEE BREAK ENTITLEMENT**

---


Pursuant to Articles 23.04 (Breaks) and 17.01 (Proration of the Agreement) the Employer and the Union mutually agree that the following conditions shall apply to shifts of less than seven and three-quarters (7 $\frac{3}{4}$ ) hours per day (hereinafter referred to as "regular hours of work").

1. As set out in the Collective Agreement, the terms and conditions of the Collective Agreement shall apply to part-time employees.
2.
  - (a) Shifts of three (3) to four (4) hours and fifty-nine (59) minutes per day shall include one (1) fifteen (15) minute paid rest period.
  - (b) Shifts of five (5) to six (6) hours and fifty-nine (59) minutes per day shall include one (1) fifteen (15) minute paid rest period and one (1) thirty (30) minute unpaid meal period.
  - (c) Shifts of seven (7) to seven and three-quarters (7 $\frac{3}{4}$ ) hours per day shall include two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid meal break.
3. Employees shall have the option, upon mutual agreement with the Employer, to combine their meal and rest breaks in order to have a longer meal period.
4. In the event that an employee is required to work beyond the end of her scheduled shift, she shall be paid for all hours worked beyond the shift at her basic salary up to the regular hours of work as set out under Article 23.01. Overtime rates of pay shall be applicable for time worked in excess of regular hours work, in accordance with Article 24.


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

Signed this 9<sup>th</sup> day of June, 2015.

**FOR NINE CIRCLES COMMUNITY  
HEALTH CENTRE, INC.**

  
Executive Director, Mike Payne

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

  
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