

**COLLECTIVE AGREEMENT**

**BETWEEN**

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

**AND**

**NOR'WEST CO-OP 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.

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

1.03 **Definitions**

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

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

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

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

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

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

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

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

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

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

- (a) Casual employees shall receive vacation pay biweekly at the rate of six percent (6%) of the regular hours worked in a biweekly pay period.
- (b) Casual employees shall be paid not less than the start rate of the position to which they are assigned.
- (c) Casual employees shall be entitled to the shift premium(s) outlined in Article 28.08.
- (d) Casual employees required to work on a recognized holiday shall be paid at the rate specified in Article 24.05.
- (e) Casual employees shall be entitled to compensation for overtime worked in accordance with Article 23.01 and 23.02.
- (f) Casual employees shall be entitled to retroactive salary increases on the same basis as full-time and part-time employees as stated in Article 33.
- (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 6.
- (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) Effective October 1, 2002, 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 18.01, 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.

- (k) Casual 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**.
- (l) A full-time or part-time employee who resigns and who is immediately rehired as a casual employee shall be paid at the same increment step as she received in her former position.
- (m) Articles 12 and 13 herein apply only with respect to the terms of this article.

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

The term "Employer" shall mean Nor'West Co-op Community Health Centre, Inc.

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

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

## **ARTICLE 2 – RECOGNITION**

### **2.01 Bargaining Unit**

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as exclusive collective bargaining agent for all of its employees, covered by MLB Certificate No. MLB-3537 issued on November 7, 1980 to Nor'West Co-op 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, except in cases mutually agreed upon by the Union, Employer and Employee.

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

Persons whose jobs (paid or unpaid) are not in the bargaining unit shall not work on any jobs which are included in the bargaining unit except, for the purpose of instruction, or in

case of absenteeism or in emergency situations, or as mutually agreed upon by the parties.

### **ARTICLE 3 – MANAGEMENT RIGHTS**

- 3.01 The Union recognizes the sole right of the Employer, unless otherwise provided in this Agreement, to exercise its function of management under which it shall have, among others, the right to maintain efficiency and quality of service, the right to direct the work of its employees, the right to hire, classify, assign to positions and promote, the right to determine job content and the number of employees, the right to demote, discipline, suspend and lay off and discharge for just cause; the right to make, alter and enforce rules and regulations in a manner that is consistent with the terms of this Agreement.

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

#### **3.02 Disaster and Fire Plans**

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

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

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

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

### **ARTICLE 4 – NO DISCRIMINATION**

- 4.01 **Unless allowed under the *Manitoba Human Rights Code***, the parties agree that there shall be no discrimination based on:
- ancestry, including colour and perceived race
  - ethnic background or origin
  - age
  - nationality or national origin
  - political belief, association or activity
  - religion or creed

- sex, including pregnancy
- marital status or family status
- sexual orientation
- gender identification
- physical or mental disability
- place of residence
- membership or non-membership or activity in the union
- irrelevant criminal record.

#### 4.02 No Abuse or Harassment

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

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

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

#### 4.03 Personal Harassment Defined

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

#### 4.04 Sexual Harassment Defined

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

- (a) demands placed on an employee outside of her existing job description that are perceived to be based on reinforcing existing sex role stereotypes;



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

#### 4.05 Racial Harassment Defined

Racial Harassment is defined as racially based comments or behaviour that undermines an employee's ability to feel comfortable at work or endangers the employee's health, job performance, status or potential.

Examples may include:

- (a) unwelcome remarks, jokes, innuendoes, or taunting about a person's racial or ethnic background, colour, place of birth, citizenship or ancestry;
- (b) displaying racist pictures, graffiti or material;
- (c) refusing to talk to, or work with a person because of his/her ethnic or racial background;
- (d) insulting gestures or practical jokes based on racial or ethnic grounds which cause embarrassment or awkwardness.

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

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

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

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

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

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

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

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

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

### **6.01 Checkoff Payments**

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

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

### **6.03 Dues Receipts**

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

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

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

### **7.01    New Employees**

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

### **7.02    Copies of Agreement**

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

### **7.03    Interviewing Opportunity**

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

## **ARTICLE 8 – CORRESPONDENCE**

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

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

### **9.01    Establishment of Labour Management Committee**

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

### **9.02    Labour Management Committee**

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

9.03 Jurisdiction of Labour Management Committee

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

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

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

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

9.04 Workplace Health and Safety Committee

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

9.05 Union Negotiating Committee

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

Responsibility for reimbursement for remuneration is as follows:

Two (2) employees shall be allowed to attend meetings for the purpose of contract negotiations with remuneration. Such costs will be limited to the equivalent of five (5) regular days' pay and shall apply only when the employee is required to meet during regularly scheduled hours. The Union will advise the Employer of the name of that employee.

9.06 Consensual Bargaining

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

9.07 Advisors to the Parties

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

9.08 Access

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

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

10.01 Copies of Resolutions

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

**ARTICLE 11 – UNION REPRESENTATION**

11.01 Election of Stewards

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

11.02 Permission to Leave Work

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

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

11.03 Union Representation

The Union agrees to provide the Employer, in writing, and within seven (7) working days of elections being held, a current list of officers and authorized representatives with

whom the Employer shall deal in regards to matters arising out of the Collective Agreement.

11.04 Central Negotiations

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

**ARTICLE 12 – GRIEVANCE PROCEDURE**

12.01 Definition of a Grievance

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

12.02 Settling of Grievances

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

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

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

Step 1

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

The grievor and the **above referenced** supervisor shall meet within five (5) days of notification in an attempt to resolve the dispute. Failing satisfactory resolution, the

Supervisor shall render a written decision regarding the dispute within five (5) working days of the meeting.

#### Step 2

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

#### Step 3

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

#### 12.03 Policy/Group Grievance

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

#### 12.04 Time Lines

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

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

- 13.01 Within thirty (30) working days of receipt of the written decision in Step 2, either party may refer the dispute to arbitration by given written notice to the other party.
- 13.02 Both parties shall attempt to agree to the selection of a sole arbitrator. Unless both parties agree to the selection of a sole arbitrator within five (5) working days following the matter being referred to arbitration, each party shall in the next ten (10) working days give notice to the other party in writing naming its nominee to the Arbitration Board.
- 13.03 The two (2) named members of the Board shall, within ten (10) working days, name a third member to the Board who shall be chairperson. In the event of a failure to agree upon a third person, the Manitoba Labour Board shall be requested to appoint a Chairperson.

- 13.04 The sole arbitrator or Arbitration Board shall not be empowered to make any decision inconsistent with the provisions of this Agreement, or to modify or amend any portion of this Agreement.
- 13.05 The sole arbitrator or Arbitration Board shall determine her own procedures, but shall provide full opportunity to all parties to present evidence and make representations. The sole arbitrator or Arbitration Board shall hear and determine the difference(s) or allegation(s) and render a decision within thirty (30) calendar days from the time it holds its final meeting.
- 13.06 The decision of the sole arbitrator or the majority of the Arbitration Board shall be final and binding and enforceable on all parties and may not be changed.
- 13.07 Within five (5) working days following receipt of a decision in writing, should the parties disagree as to the meaning of the decision of the sole arbitrator or Arbitration Board, whichever the case may be, either party may apply to the Chairperson of the Arbitration Board or the sole arbitrator for explanation or clarification of the decision. Within five (5) working days the Arbitration Board or the sole arbitrator shall reconvene a meeting to clarify the decision.
- 13.08 Expenses of the Arbitration
- Each party shall pay:
- (a) the fees and expenses of the nominee it appoints;
  - (b) one-half (½) of the fees and expenses of the Chairperson or sole arbitrator.
- 13.09 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.
- 13.10 The time limits in the arbitration procedure may be extended by written consent of the parties.

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

- 14.01 An employee may be disciplined, discharged, or suspended for just cause only upon the authority of the Chief Executive Officer or designate. Such employee shall be advised promptly in writing, **either by registered mail or personal service**, of the reason for dismissal or suspension, with a copy being sent to the Union Representative.
- 14.02 In all instances where the Employer considers that an employee warrants disciplinary action, the Employer shall make every effort to take such action at a meeting with the employee and, when possible, shall give the employee advance notice of the nature of the complaint.



The employee so affected will be given the opportunity to make representation on her own behalf with the assistance of a representative of the Union.

- 14.03 If the action referred to in the above clause results in a written warning, suspension, demotion or dismissal of an employee, the Employer shall notify the employee in writing of the action taken and the reasons either by registered mail or personal service.
- (a) At the scheduled meeting the Employer will discuss with the employee ways and means of corrective intervention with regard to the written reprimand, and these corrective actions shall be part of the written report.
  - (b) If, after a two-year period, no further disciplinary action is recorded on the same matter, the employee may request that the written reprimand be removed from the personnel file. Such request shall not be unreasonably denied.
- 14.04 Upon written request, an employee shall be given the opportunity to examine any document which is placed in her personnel file, provided no part thereof is removed from the file, including but not limited to, those documents which may be utilized to substantiate a disciplinary action against her, and her reply to any such document shall also be placed in her personnel file. Upon written request the employee shall also receive an exact copy of any document forming part of her file at her own expense.
- 14.05 An employee accompanied by a Union representative if she so elects, may examine her personnel file on request within seven (7) calendar days. She shall have recourse to the grievance procedure to dispute any derogatory entry in her personnel file. The Employer agrees not to introduce as evidence any such derogatory entry at any hearing unless the employee has been made aware of its contents at the time of filing or a reasonable time thereafter.
- 14.06 There shall be one (1) personnel file maintained by the Employer for each employee.
- 14.07 Exceptions to the Process

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

## **ARTICLE 15 – SENIORITY**

### **15.01 Seniority Defined**

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

### **15.02 Seniority List**

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

### **15.03 Seniority will continue to accrue if an employee:**

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

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

- (a) is on unpaid leave of absence in excess of four (4) consecutive weeks;

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

15.05 Loss of Seniority

An employee shall only lose her seniority in the event:

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

**ARTICLE 16 – PRORATION OF THE AGREEMENT**

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

## **ARTICLE 17 – JOB POSTINGS**

- 17.01 When a new position is created or an existing position becomes available, either inside or outside of the bargaining unit, the Employer shall post a notice of the position. The posting shall be for a minimum of one (1) week.

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

17.02 **Information in Postings**

Such notice shall contain the following information:

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

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

18.01 **Promotions and Transfers**

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

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

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

19.01 **Trial Period – Internal Transfer or Promotion**

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

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

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

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

#### 19.02 Probation of Newly Hired Employees

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

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

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

### **ARTICLE 20 – LAY OFFS AND RECALL**

#### 20.01 Definition of a Lay off

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

#### 20.02 Notice to Union

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

20.03 Notice to Employee

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

20.04 Lay off Procedure

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

20.05 Recall Procedure

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

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

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

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

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

20.06 No New Employees

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

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

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

## 21.02 Regionalization

If the facility should:

- (a) merge or amalgamate with another health facility or health care related facility; or
- (b) transfer or combine any of its operations or functions with another health care facility or health care related facility; or
- (c) take over any of the operations or functions of another health care facility covered by this Collective Agreement;

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

## 21.03 Restructuring and Reorganization

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

# **ARTICLE 22 – HOURS OF WORK**

## 22.01 Regular Hours of Work

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

- Seven and one-half (7½) hours per day excluding meal periods and including rest periods.

## 22.02 Regular Work Period of Full-time Employees

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

- Seventy-five (75) hours biweekly. The regular workweek shall be Monday to Friday inclusive unless otherwise mutually agreed between the employee and the Employer.

### 22.03 Breaks

Employees shall be entitled to:

- An uninterrupted, unpaid **one-half (½)** hour meal period and two (2) paid fifteen (15) minute rest periods to be scheduled by the Employer. **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.**

### 22.04 Modified Work Schedule

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

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

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

### 23.01 Overtime Defined

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

### 23.02 Overtime Paid Out

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

### 23.03 Flex-time Defined

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

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



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

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

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

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

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

#### 23.04 Meal Allowance

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

### **ARTICLE 24 – GENERAL HOLIDAYS**

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

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

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

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

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

24.04 Part-time employees will be paid 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**.

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

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

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

## **ARTICLE 25 – VACATIONS**

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

The vacation year shall be designated as the twelve (12) month period commencing April 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 23.02.

- 25.02 Employees shall earn vacation on the following basis:

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

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

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

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

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

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

Effective April 1, 2009

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

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

## **ARTICLE 26 – INCOME PROTECTION**

### **26.01 Income Protection Defined**

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

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

### **26.02 Pay and Benefits during Income Protection**

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

**Income Protection** shall be earned at the rate of one and one-quarter (1.25) days for every month an employee is employed.

### **26.03 Workers Compensation Board (WCB) and Manitoba Public Insurance (MPI) Benefits**

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

### **26.04 Illness in the Family**

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

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

### **26.05 Documentation of Illness**

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

- (a) to confirm illness in regard to claims for **income protection** in excess of four (4) working days;

- (b) where abuse is suspected;
- (c) to determine the approximate length of **income protection**;
- (d) to establish the employee's ability to perform the duties of her position.

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

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

#### 26.06 Income Protection and Workers' Compensation

For WCB claims filed after date of ratification of this Agreement.

An employee who becomes injured or ill in the course of performing her duties must report such injury or illness as soon as possible to her immediate supervisor.

An employee unable to work because of a work-related injury or illness will inform the Employer immediately, in accordance with established procedures, so that a claim for compensation benefits can be forwarded to the Workers Compensation Board (WCB). Workers' Compensation payment will be paid directly to the employee by WCB.

By application from the employee, the Employer will supplement the award made by the Workers Compensation Board for loss of wages to the employee by an amount equal to ten percent (10%) of the WCB payment. Such supplementation shall continue for a maximum period of one hundred and nineteen (119) days from the first day of supplement.

Regular net salary will be based on the employee's basic salary (exclusive of overtime and premiums) less the employee's usual income tax deduction, Canada Pension Plan contributions and employment insurance contributions and any benefit plan contributions which are waived under the terms of the plan.

Subject to the provision of each plan, the employee may request the facility to deduct from the supplement, if sufficient, the contributions which would have been paid by the employee to the facility's pension plan, dental care plan and life insurance plan as if the employee was not disabled.

If the supplement is not sufficient, or where the employee elects to receive an advance, the employee may, subject to the provisions of each plan, forward self-payments to the Employer for the first one hundred and nineteen (119) calendar days, to ensure the continuation of these benefit plans. The Employer will contribute its usual contributions to these benefit plans while the employee contributes.

If at any time it is decided by the Workers Compensation Board that a supplement paid by an Employer during a claim for Compensation Benefits must be offset against benefits otherwise payable by the by the Workers Compensation Board, such supplementation shall cease immediately and no further supplement shall be payable by the Employer.

In accordance with Section 41(6)(b) of *The Workers Compensation Act* of Manitoba, the Employer shall make application to the Workers Compensation Board by January 1, 1994 in order that the Workers Compensation Board may determine whether or not the supplement referenced in this Article shall continue in effect after January 1, 1995.

Further to this, the Facility shall notify Workers' Compensation of salary adjustment at the time they occur:

- (a) Where an employee has applied for WCB benefits and where a loss of normal salary would result while awaiting a WCB decision, the employee may elect to submit an application to the Facility requesting an advance subject to the following conditions.
- (b) Advance payment(s) shall not exceed the employee's basic salary, less the employee's usual income tax deductions, Canada Pension Plan contributions and EI contributions.
- (c) The advance(s) will cover the period of time from the date of injury until the date the final WCB decision is received, however, in no case shall the total amount of the advance exceed seventy percent (70%) of the value of the employee's accumulated income protection credits.
- (d) The employee shall reimburse the Facility by assigning sufficient WCB payments to be paid directly to the Facility to offset the total amount of the advance.
- (e) In the event that the WCB disallows the claim, including any appeal, the employee shall be paid for the absence in accordance with the income protection provisions of this Agreement and the Facility shall recover the total amount of the advance by payroll deduction.
- (f) Upon request, the Facility will provide a statement to the employee indicating the amount of advance payment(s) made and repayment(s) received by the Facility.

#### 26.07 Work Assessment

Where the Workers Compensation Board recommends a work assessment period or a modified return to work period, the Facility upon official written request, will make reasonable effort to arrange for such assessment/return, subject to WCB covering all related costs.

## 26.08 80/20 Income Protection

Subject to the provisions of 26.02 of each one and one-quarter (1.25) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 26.01. The remaining one-quarter (.25) of a day\* shall be reserved for either the employee's personal use or for use in the event of family illnesses outlined in Article 26.04 or to offset the waiting period for EI benefits for maternity/ parental leave as outlined in 27. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

\* In the employee's first year of employment, amend one (1) day to read three-quarters (.75) of a day and amend one-quarter (.25) of a day to read one-half (.5) of a day.

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

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

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

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

## ARTICLE 27 – LEAVE OF ABSENCE

### 27.01 Leave of Absence for Union Functions

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

#### 27.02 Leave of Absence for Public Duties

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

#### 27.03 Paid Bereavement Leave

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

Additional leave may be granted upon application to the Employer.

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

#### 27.04 Jury and Witness Duty

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

#### 27.05 Citizenship Leave

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

#### 27.06 Voting Leave

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

#### 27.07 General Leave

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



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

27.08 Educational Leave

A) Education Leave Defined

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

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

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

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

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

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

## 27.09 Maternity/Paternity Leave

### A) Protection Prior and During Maternity Leave

As per relevant Human Rights legislation, maternity leave shall be considered as a right. Accordingly, no employee shall be laid off or otherwise adversely affected in her employment because of pregnancy. The Employer shall not deny the pregnant employee the right to continue employment during the period of pregnancy. Where working conditions may be hazardous to a fetus or to the pregnant employee, the employee shall be entitled to transfer to another position, provided she is capable of performing the work and is otherwise entitled.

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

### B) Maternity Leave

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

#### Plan A

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

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

#### 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 27.09 B) 1. (c);
  - (b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate and the actual date of delivery, if delivery occurs after the date mentioned in that certificate, as in Article 27.09 B) 1. (c);
  - (c) the Employer shall vary the length of maternity leave upon proper certification by the attending physician or recommendation by the Department Head.
- 4) During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance with the SUB Plan as follows:
  - (a) for the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
  - (b) for up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the EI benefits the employee

is eligible to receive and ninety-three percent (93%) of the employee's normal weekly earnings;

- (c) all other time as may be provided under Article 27.09, shall be on a leave without pay basis.

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

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

#### 27.11 Parental Leave

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

In order to qualify for Parental Leave an employee must:

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

#### 27.12 Payment during Parental Leave

Parental leave is an unpaid leave.

27.13 Adoption Leave

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

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

27.14 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.

27.15 Seniority During Maternity/Parental/ Extended Related Leave

See article 15.03 – Seniority.

27.16 Return to Work

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

27.17 Benefits during Unpaid Maternity/Parental/Adoption Leave

The employee shall have the right, herself, to continue her and the Employer's portion of payments of benefits as per contract with the benefit carrier. The employee must keep all of the coverages that were in force prior to the maternity/parental/adoption leave or opt out of all of these coverages until their scheduled return to work date.

27.18 Additional Time Off

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

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

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

27.20 Compassionate Care Leave

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

- (a) An employee must have completed at least thirty (30) days of employment as of the intended date of leave.
- (b) An employee who wishes to take a leave under this section must give the Employer notice of at least one (1) pay period, unless circumstances necessitate a shorter period.
- (c) An employee may take no more than two periods of leave, totalling no more than eight (8) weeks, which must end no later than twenty-six (26) weeks after the day the first period of leave began. No period of leave may be less than one (1) week's duration.
- (d) For an employee to be eligible for leave, a physician who provides care to the family member must issue a certificate stating that:
  - 1) a family member of the employee has a serious medical condition with a significant risk of death within twenty-six (26) weeks from:
    - (i) the day the certificate is issued, or
    - (ii) if the leave was begun before the certificate was issued, the day the leave began; and
  - 2) the family member requires the care or support of one or more family members.

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

- (e) A family member for the purpose of this article shall be defined as:
  - 1) a spouse or common-law partner of the employee;
  - 2) a child of the employee or a child of the employee's spouse or common-law partner;
  - 3) a parent of the employee or a spouse or common-law partner of the parent;

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

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

### **28.01 Pay Periods**

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

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

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

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

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

salary scale. The employee shall qualify for any pay increments based on her length of service in her temporary assignment.

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

28.04 Payment on Transfer Lower Rated Job

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

28.05 Vacation Pay

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

28.06 Anniversary Date

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

28.07 Expenses

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

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

28.08 Shift Premiums

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



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

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

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

(d) Weekend Premium

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

#### 28.09 On Call

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

#### 28.10 Uniform/Clothing Allowance

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

#### 28.11 On Call Transportation

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

## **ARTICLE 29 – JOB CLASSIFICATION/RECLASSIFICATION**

### **29.01 Job Description**

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

### **29.02 Changes in Classifications and Job Descriptions**

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

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

## **ARTICLE 30 – EMPLOYEE BENEFITS**

**Effective April 1, 2015.**

### **30.01 Dental Plan**

**The Parties agree that during the life of this Agreement, the HEB Manitoba (Healthcare Employee Benefit Plans) Dental Plan will be cost-shared on a 50/50 basis.**

### **30.02 Healthcare Employee Benefit Plans (HEB) Manitoba**

**Enrolment in the HEB Manitoba Group Pension Plan, Group Health, Disability and Rehabilitation, Dental plan and Group Life insurance Plan is a condition of employment for all employees providing the Employee qualifies under the terms and conditions of each plan.**

#### **HEB Manitoba Disability and Rehabilitation Plan**

**Effective April 1, 2015, the Employer will contribute to a maximum of 2.3% of base salary to fund the HEB Manitoba Disability and Rehabilitation Plan.**

**The Parties agree that income protection will be used to offset the elimination period. Once the elimination period has been exhausted, the employee will commence drawing disability benefits. An employee may claim income protection for a period of time not to exceed the elimination period.**

**It is understood that the elimination period for the HEB Manitoba Disability and Rehabilitation plan is one hundred and nineteen (119) calendar days.**

- 30.03 (i) The Parties agree to participate in the HEB Manitoba Pension Plan in accordance with its terms and conditions including established contribution rates as set out in the HEB Manitoba Pension Plan Trust Agreement, HEB Manitoba Pension Plan text and other applicable written policies and guidelines.**
- (ii) Any disputes with respect to the level of pension entitlement shall not be subject to the grievance and arbitration procedure under this agreement but shall be subject to adjudication in accordance with the terms of HEB Manitoba.**
- (iii) In the event that the contributions required by the HEB Manitoba plan text are not sufficient to fund the necessary pension benefits, the Parties to this agreement shall meet forthwith to determine an appropriate funding mechanism. The contribution rate may only be amended by the process outlined in the Pension Plan text or through collective bargaining.**

**30.04 HEB Manitoba Healthcare Plan / Health Spending Account (HSA)**

**1. HEB Manitoba Healthcare Plan:**

- On April 1, 2015 all eligible employees will become enrolled in the HEB Manitoba Healthcare Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.**
- Effective April 1, 2015, the HEB Manitoba Healthcare 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, 2015 to March 31, 2015, to allow employees to fill out all required application and authorization forms.**

**2. Health Spending Account (HSA):**

- Effective April 1, 2015, a Health Spending Account (HSA) shall be made available for eligible employees (HSA coverage will commence following one (1) year participation in the “Enhanced” Extended Health Care**

**Plan). 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:**
  - **\$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.**
- **Unutilized HSA monies are not carried over to the subsequent year.**

#### **30.05 Premiums when on Unpaid Leave of Absence (LOA)**

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

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

### **ARTICLE 31 – TERMINATIONS**

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

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

- (a) **by mutual agreement between the Employer and the employee; or**
- (b) **during the probationary period of a new employee with cause (the employee has to be given a reason for the termination);**

- (c) in the event an employee is dismissed for just cause (the employee has to be given a reason for the termination, and the reason for the disciplinary action must be sufficient to warrant dismissal).
  - (d) Where lesser or no notice is given by the Employer, payment in lieu of notice shall be given except in cases of discharge for just cause.
- 31.03 The Employer will make available, within fourteen (14) calendar days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

### **ARTICLE 32 – TERM OF AGREEMENT**

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

32.03 This Agreement may be amended during its term by mutual agreement.

### **ARTICLE 33 – RETROACTIVITY**

#### **33.01 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 34 – RECOGNITION OF EXPERIENCE**

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

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

#### **ARTICLE 35 – TECHNOLOGICAL CHANGE**

##### 35.01 Definition

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

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

### 35.02 Advance Notice

When the Employer is considering the introduction of technological change:

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

### 35.03 Information to be Provided

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

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

### 35.04 Arbitration

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

### 35.05 Protection of Rate of Pay

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

### 35.06 Transfer Arrangements

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

to displace employees with less seniority, in accordance with the layoff procedure in this Agreement.

35.07 Training Benefits

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

35.08 Training Period

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

35.09 No New Employees

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

35.10 New Classifications

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

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

**ARTICLE 36 – GENERAL**

36.01 Pronouns

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



### 36.02 Bulletin Boards

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

### 36.03 Employee Performance Review

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

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

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

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

### 36.04 Security

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

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

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

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

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

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

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

- (d) Payment shall, at the option of the employee, be made in a lump sum or as a continuation of salary until the scheduled retirement date. The retirement date shall be the last day worked in cases where an employee chooses lump sum payments.

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

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

### **ARTICLE 38 – OVERPAYMENTS**

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

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

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

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

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

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

### **WAGE INCREASES**

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

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

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

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

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

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

## LONG SERVICE STEP



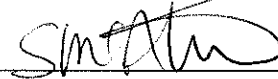
1. Effective October 1, 2014, (October 1, 2012, for all nursing/professional-technical classifications as per existing LOUs) a Long Service Step equivalent to two percent (2%) shall be added to Schedule "A". Employees shall be eligible for the Long Service Step identified in Schedule "A" upon completion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

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

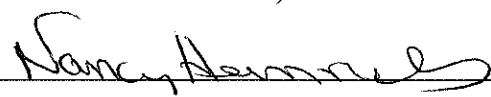


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SIGNED THIS 15<sup>th</sup> DAY OF June, 2016.

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

**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16



**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**APPENDIX "A"**

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

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
16	Clerk I	Front Desk Receptionist / Switchboard	1950	Hourly Monthly Annual	15.550 2,526.88 30,322.50	16.016 2,602.60 31,231.20	16.497 2,680.76 32,169.15	16.992 2,761.20 33,134.40	17.502 2,844.08 34,128.90
16A	Clerk II	Health Records Receptionist	1950	Hourly Monthly Annual	16.152 2,624.70 31,496.40	16.636 2,703.35 32,440.20	17.136 2,784.60 33,415.20	17.650 2,868.13 34,417.50	18.179 2,954.09 35,449.05
16C	Clerk IV	Finance Clerk	1950	Hourly Monthly Annual	17.403 2,827.99 33,935.85	17.925 2,912.81 34,953.75	18.462 3,000.08 36,000.90	19.016 3,090.10 37,081.20	19.587 3,182.89 38,194.65
16J	Secretary III	Admin Assistant	1950	Hourly Monthly Annual	18.186 2,955.23 35,462.70	18.731 3,043.79 36,525.45	19.293 3,135.11 37,621.35	19.872 3,229.20 38,750.40	20.468 3,326.05 39,912.60
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly Monthly Annual	20.083 3,263.49 39,161.85	20.686 3,361.48 40,337.70	21.306 3,462.23 41,546.70	21.945 3,566.06 42,792.75	22.604 3,673.15 44,077.80
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly Monthly Annual	20.083 3,263.49 39,161.85	20.686 3,361.48 40,337.70	21.306 3,462.23 41,546.70	21.945 3,566.06 42,792.75	22.604 3,673.15 44,077.80
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly Monthly Annual	20.083 3,263.49 39,161.85	20.686 3,361.48 40,337.70	21.306 3,462.23 41,546.70	21.945 3,566.06 42,792.75	22.604 3,673.15 44,077.80
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly Monthly Annual	20.083 3,263.49 39,161.85	20.686 3,361.48 40,337.70	21.306 3,462.23 41,546.70	21.945 3,566.06 42,792.75	22.604 3,673.15 44,077.80
	No Match	Youth Worker	1950	Hourly Monthly Annual	9.530 1,548.63 18,583.50	9.866 1,603.23 19,238.70	10.202 1,657.83 19,893.90	10.539 1,712.59 20,551.05	10.875 1,767.19 21,206.25
	No Match	Skill Development Worker	1950	Hourly Monthly Annual	13.804 2,243.15 26,917.80	14.808 2,406.30 28,875.60	15.813 2,569.61 30,835.35	16.817 2,732.76 32,793.15	

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
No Match	Health Records Receptionist - PIO		1950 Hourly	17,360	17,659	17,960	18,260	18,558	18,858
No Match	Intake Support Worker (Woman's Place)		1950 Hourly	18,429	18,843	19,266	19,651	20,109	
No Match	Immigrant Settlement Worker		1950 Hourly Monthly Annual	18,429	18,843	19,266	19,651	20,109	
No Match	Finance Clerk - PIO		1950 Hourly	20,059	20,675	21,318	21,986		
			Monthly	3,259.59	3,359.69	3,464.18	3,572.73		
			Annual	39,115.05	40,316.25	41,570.10	42,872.70		
No Match	FAS Outreach Mentor		1950 Hourly	21,804	22,304	22,760	23,303		
			Monthly	3,543.15	3,624.40	3,698.50	3,786.74		
			Annual	42,517.80	43,492.80	44,382.00	45,440.85		

**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)	Aboriginal Outreach <sup>P</sup>	1950 Hourly	25,228	26,367	27,556	28,827	30,130	31,450	32,677	32,975	
		Community Development Facilitator <sup>P</sup>	Monthly	4,099.55	4,284.64	4,477.85	4,684.39	4,896.13	5,110.63	5,310.01	5,358.44	
		Family Violence Counsellor <sup>P</sup>	Annual	49,194.60	51,415.65	53,734.20	56,212.65	58,753.50	61,327.50	63,720.15	64,301.25	
		Health Promotor <sup>P</sup>										
42A	Team Leader / Coordinator	Community Development Coordinator <sup>P</sup>	1950 Hourly	29,867	30,763	31,686	32,636	33,615	34,624			
			Monthly	4,853.39	4,998.99	5,148.98	5,303.35	5,462.44	5,626.40			
			Annual	58,240.65	59,987.85	61,787.70	63,640.20	65,549.25	67,516.80			
No Match	Chronic Disease Educator <sup>P</sup>		1950 Hourly	25,981	26,871	27,869	28,879	29,945	31,049	32,275	33,512	34,794
			Monthly	4,221.97	4,366.57	4,528.69	4,692.82	4,866.14	5,045.46	5,244.66	5,445.69	5,654.06
			Annual	50,663.66	52,398.80	54,344.32	56,313.88	58,393.65	60,545.54	62,935.87	65,348.23	67,848.75
No Match	Dietician <sup>P</sup>		1950 Hourly	25,981	26,871	27,869	28,879	29,945	31,049	32,275	33,512	34,794
			Monthly	4,221.97	4,366.57	4,528.69	4,692.82	4,866.14	5,045.46	5,244.66	5,445.69	5,654.06
			Annual	50,663.66	52,398.80	54,344.32	56,313.88	58,393.65	60,545.54	62,935.87	65,348.23	67,848.75

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

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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>
Foot Care LPN	1950	Hourly	23,695	24,470	25,235	26,166	27,019	27,970
		Monthly	3,850.462	3,976.328	4,100.688	4,251.995	4,390.581	4,545.068
		Annual	46,205.543	47,715.935	49,208.250	51,023.934	52,686.972	54,540.818
Nurse II	1950	Hourly	32,129	33,213	34,344	35,448	36,474	37,591
		Monthly	5,220.928	5,397.174	5,580.952	5,760.378	5,927.084	6,108.518
		Annual	62,651.141	64,766.091	66,971.424	69,124.536	71,125.002	73,302.216
Primary Care Nurse	1950	Hourly	34,271	35,427	36,634	37,813	38,905	40,098
		Monthly	5,569.068	5,756.863	5,953.027	6,144.671	6,322.089	6,515.909
		Annual	66,828.821	69,082.358	71,436.320	73,736.052	75,865.062	78,190.905
Nurse V	1950	Hourly	37,418	38,852	40,492	42,084	43,822	45,526
		Monthly	6,080.399	6,313.385	6,580.013	6,838.608	7,121.137	7,397.975
		Annual	72,964.788	75,760.620	78,960.161	82,063.293	85,453.641	88,775.700
PHN Coordinator	1950	Hourly	41,269	44,297	46,118	47,938	49,901	
		Monthly	6,706.214	7,198.297	7,494.216	7,789.967	8,108.984	
		Annual	80,474.570	86,379.560	89,930.588	93,479.607	97,307.808	
Advanced Nurse Practitioner	1950	Hourly	41,269	44,297	46,118	47,938	49,901	
		Monthly	6,706.214	7,198.297	7,494.216	7,789.967	8,108.984	
		Annual	80,474.570	86,379.560	89,930.588	93,479.607	97,307.808	

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

Addition of 20 year step

<b>Stand. Group #</b>	<b>Occupational Group</b>	<b>Employer Classification</b>	<b>Annual Hours</b>	<b>Start</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Year 20</b>
42	Counsellor / Coordinator (BSW)	Aboriginal Outreach <sup>P</sup>	1950	Hourly	25,228	26,367	27,556	28,827	30,130	31,450	32,677	32,975	33,634
		Community Development Facilitator <sup>P</sup>		Monthly	4,099.55	4,284.64	4,477.85	4,684.39	4,896.13	5,110.63	5,310.01	5,358.44	5,465.57
		Family Violence Counsellor <sup>P</sup>		Annual	49,194.60	51,415.65	53,734.20	56,212.65	58,753.50	61,327.50	63,720.15	64,301.25	65,586.82
		Health Promotor <sup>P</sup>											
42A	Team Leader / Coordinator	Community Development Coordinator <sup>P</sup>	1950	Hourly	29,867	30,763	31,686	32,636	33,615	34,624			35,316
				Monthly	4,853.39	4,998.99	5,148.98	5,303.35	5,462.44	5,626.40			5,738.87
				Annual	58,240.65	59,987.85	61,787.70	63,640.20	65,549.25	67,516.80			68,866.46
		Chronic Disease Educator <sup>P</sup>	1950	Hourly	25,981	26,871	27,869	28,879	29,945	31,049	32,275	33,512	34,794
	No Match			Monthly	4,221.97	4,366.57	4,528.69	4,692.82	4,866.14	5,045.46	5,244.66	5,445.69	5,654.06
				Annual	50,663.66	52,398.80	54,344.32	56,313.88	58,393.65	60,545.54	62,935.87	65,348.23	67,848.75
				Hourly	25,981	26,871	27,869	28,879	29,945	31,049	32,275	33,512	34,794
				Monthly	4,221.97	4,366.57	4,528.69	4,692.82	4,866.14	5,045.46	5,244.66	5,445.69	5,654.06
	No Match			Annual	50,663.66	52,398.80	54,344.32	56,313.88	58,393.65	60,545.54	62,935.87	65,348.23	67,848.75
				Hourly	25,981	26,871	27,869	28,879	29,945	31,049	32,275	33,512	34,794
				Monthly	4,221.97	4,366.57	4,528.69	4,692.82	4,866.14	5,045.46	5,244.66	5,445.69	5,654.06
				Annual	50,663.66	52,398.80	54,344.32	56,313.88	58,393.65	60,545.54	62,935.87	65,348.23	67,848.75

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

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

**Addition of 20 Year Scale**

<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 <sup>Note 1</sup></b>
Foot Care LPN	1950	Hourly	23,695	24,470	25,235	26,166	27,019	27,970	28,967
		Monthly	3,850.462	3,976.328	4,100.688	4,251.995	4,390.581	4,545.068	4,707.087
		Annual	46,205.543	47,715.935	49,208.250	51,023.934	52,686.972	54,540.818	56,485.046
Nurse II	1950	Hourly	32,129	33,213	34,344	35,448	36,474	37,591	38,744
		Monthly	5,220.928	5,397.174	5,580.952	5,760.378	5,927.084	6,108.518	6,295.978
		Annual	62,651.141	64,766.091	66,971.424	69,124.536	71,125.002	73,302.216	75,551.736
Nurse III	1950	Hourly	34,271	35,427	36,634	37,813	38,905	40,098	41,327
		Monthly	5,569.068	5,756.863	5,953.027	6,144.671	6,322.089	6,515.909	6,715.587
		Annual	66,828.821	69,082.358	71,436.320	73,736.052	75,865.062	78,190.905	80,587.046
Nurse V	1950	Hourly	37,418	38,852	40,492	42,084	43,822	45,526	47,301
		Monthly	6,080.399	6,313.385	6,580.013	6,838.608	7,121.137	7,397.975	7,686.362
		Annual	72,964.788	75,760.620	78,960.161	82,063.293	85,453.641	88,775.700	92,236.346
PHN Coordinator	1950	Hourly	41,269	44,297	46,118	47,938	49,901		50,899
		Monthly	6,706.214	7,198.297	7,494.216	7,789.967	8,108.984		8,271.088
		Annual	80,474.570	86,379.560	89,930.588	93,479.607	97,307.808		99,253.050



**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 <sup>Note 1</sup>
Foot Care LPN	1950	Hourly	23,932	24,714	25,487	26,428	27,289	28,249	29,256
		Monthly	3,888.966	4,016.091	4,141.694	4,294.514	4,434.487	4,590.519	4,754.158
		Annual	46,667.598	48,193.094	49,700.333	51,534.173	53,213.842	55,086.226	57,049.896
Nurse II	1950	Hourly	32,450	33,546	34,688	35,803	36,839	37,967	39,132
		Monthly	5,273.138	5,451.146	5,636.762	5,817.982	5,986.354	6,169.603	6,358.938
		Annual	63,277.652	65,413.752	67,641.138	69,815.781	71,836.252	74,035.238	76,307.253
Nurse III	1950	Hourly	34,614	35,781	37,000	38,191	39,294	40,499	41,740
		Monthly	5,624.759	5,814.432	6,012.557	6,206.118	6,385.309	6,581.068	6,782.743
		Annual	67,497.109	69,773.181	72,150.683	74,473.413	76,623.713	78,972.814	81,392.916
Nurse V	1950	Hourly	37,792	39,240	40,897	42,505	44,261	45,981	47,774
		Monthly	6,141.203	6,376.519	6,645.814	6,906.994	7,192.348	7,471.955	7,763.226
		Annual	73,694.436	76,518.226	79,749.762	82,883.926	86,308.177	89,663.457	93,158.709
Advanced Nurse Practitioner	1950	Hourly	41,682	44,740	46,579	48,418	50,400		51,408
		Monthly	6,773.276	7,270.280	7,569.158	7,867.867	8,190.074		8,353.800
		Annual	81,279.315	87,243.355	90,829.893	94,414.403	98,280.886		100,245.600

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
16	Clerk I	Front Desk Receptionist/ Switchboard	1950	Hourly	15.550	16.016	16.497	16.992	17.502
				Monthly	2,526.88	2,602.60	2,680.76	2,761.20	2,844.08
				Annual	30,322.50	31,231.20	32,169.15	33,134.40	34,128.90
16A	Clerk II	Health Records Receptionist	1950	Hourly	16.152	16.636	17.136	17.650	18.179
				Monthly	2,624.70	2,703.35	2,784.60	2,868.13	2,954.09
				Annual	31,496.40	32,440.20	33,415.20	34,417.50	35,449.05
16C	Clerk IV	Finance Clerk	1950	Hourly	17.403	17.925	18.462	19.016	19.587
				Monthly	2,827.99	2,912.81	3,000.08	3,090.10	3,182.89
				Annual	33,935.85	34,953.75	36,000.90	37,081.20	38,194.65
16J	Secretary III	Admin Assistant	1950	Hourly	18.186	18.731	19.293	19.872	20.468
				Monthly	2,955.23	3,043.79	3,135.11	3,229.20	3,326.05
				Annual	35,462.70	36,525.45	37,621.35	38,750.40	39,912.60
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly	20.083	20.686	21.306	21.945	22.604
				Monthly	3,263.49	3,361.48	3,462.23	3,566.06	3,673.15
				Annual	39,161.85	40,337.70	41,546.70	42,792.75	44,077.80
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly	20.083	20.686	21.306	21.945	22.604
				Monthly	3,263.49	3,361.48	3,462.23	3,566.06	3,673.15
				Annual	39,161.85	40,337.70	41,546.70	42,792.75	44,077.80
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly	20.083	20.686	21.306	21.945	22.604
				Monthly	3,263.49	3,361.48	3,462.23	3,566.06	3,673.15
				Annual	39,161.85	40,337.70	41,546.70	42,792.75	44,077.80
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly	20.083	20.686	21.306	21.945	22.604
				Monthly	3,263.49	3,361.48	3,462.23	3,566.06	3,673.15
				Annual	39,161.85	40,337.70	41,546.70	42,792.75	44,077.80
	No Match	Youth Worker	1950	Hourly	9.530	9.866	10.202	10.539	10.875
				Monthly	1,548.63	1,603.23	1,657.83	1,712.59	1,767.19
				Annual	18,583.50	19,238.70	19,893.90	20,551.05	21,206.25
	No Match	Skill Development Worker	1950	Hourly	13.804	14.808	15.813	16.817	
				Monthly	2,243.15	2,406.30	2,569.61	2,732.76	
				Annual	26,917.80	28,875.60	30,835.35	32,793.15	

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
No Match		Health Records Receptionist - PIO	1950	Hourly	17.360	17.659	17.960	18.260	18.558
No Match		Intake Support Worker (Woman's Place)	1950	Hourly	18.429	18.843	19.266	19.651	20.109
No Match		Immigrant Settlement Worker	1950	Hourly	18.429	18.843	19.266	19.651	20.109
No Match		Finance Clerk - PIO	1950	Hourly	20.059	20.675	21.318	21.986	
				Monthly	3,259.59	3,359.69	3,464.18	3,572.73	
				Annual	39,115.05	40,316.25	41,570.10	42,872.70	
No Match		FAS Outreach Mentor	1950	Hourly	21.804	22.304	22.760	23.303	
				Monthly	3,543.15	3,624.40	3,698.50	3,786.74	
				Annual	42,517.80	43,492.80	44,382.00	45,440.85	

**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 Note 1
42	Counselor / Coordinator (BSW)	Aboriginal Outreach P*	1950	Hourly	27.218	28.447	29.729	31.100	32.507	33.931	35.255	35.576	36.288
		Community Development Facilitator P*		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	5,896.80
		Family Violence Counselor P*		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	70,761.60
		Health Promotor P*											
42A	Team Leader / Coordinator	Community Development Coordinator P*	1950	Hourly	32.222	33.189	34.185	35.210	36.267	37.355			38.102
				Monthly	5,236.14	5,393.23	5,555.02	5,721.67	5,893.32	6,070.12			6,191.58
				Annual	62,833.69	64,718.71	66,660.27	68,660.07	70,719.88	72,841.47			74,298.90
No Match		Chronic Disease Educator P	1950	Hourly	26.696	27.610	28.635	29.673	30.769	31.903	33.162	34.433	35.466
				Monthly	4,338.08	4,486.65	4,653.23	4,821.88	4,999.96	5,184.21	5,388.88	5,595.44	5,809.55
				Annual	52,056.91	53,839.77	55,838.79	57,862.52	59,999.47	62,210.54	64,666.60	67,145.31	69,714.59
No Match		Dietician P	1950	Hourly	26.696	27.610	28.635	29.673	30.769	31.903	33.162	34.433	35.466
				Monthly	4,338.08	4,486.65	4,653.23	4,821.88	4,999.96	5,184.21	5,388.88	5,595.44	5,809.55
				Annual	52,056.91	53,839.77	55,838.79	57,862.52	59,999.47	62,210.54	64,666.60	67,145.31	69,714.59

\* 5.0% MA - Social Worker

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

P Rates linked to Professional Technical Sector

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

<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>
Foot Care LPN	1950	Hourly	26,038	26,889	27,731	28,753	29,690	30,737	31,831	32,467
		Monthly	4,231.16	4,369.53	4,506.21	4,672.28	4,824.58	4,994.68	5,172.51	5,275.942
		Annual	50,773.97	52,434.33	54,074.54	56,067.38	57,894.98	59,936.18	62,070.06	63,311.300
Nurse II Foot Care Coordinator	1950	Hourly	33,099	34,014	35,202	36,392	37,633	38,846	40,105	40,907
		Monthly	5,378.59	5,527.31	5,720.25	5,913.69	6,115.36	6,312.49	6,517.01	6,647.317
		Annual	64,543.05	66,327.76	68,642.99	70,964.27	73,384.29	75,749.90	78,204.17	79,767.805
Nurse III Primary Care Nurse	1950	Hourly	35,307	36,498	37,740	38,954	40,080	41,308	42,574	43,426
		Monthly	5,737.38	5,930.99	6,132.82	6,329.96	6,512.98	6,712.47	6,918.34	7,056.698
		Annual	68,848.52	71,171.82	73,593.85	75,959.46	78,155.81	80,549.63	83,020.02	84,680.375
Nurse V PHN Coordinator	1950	Hourly	38,549	40,024	41,715	43,356	45,146	46,901	48,729	49,703
		Monthly	6,264.13	6,503.92	6,778.63	7,045.28	7,336.28	7,621.40	7,918.45	8,076.792
		Annual	75,169.58	78,047.00	81,343.54	84,543.36	88,035.35	91,456.82	95,021.36	96,921.500
Advanced Nurse Practitioner	1950	Hourly	43,932	47,156	49,095	51,031	53,122			54,185
		Monthly	7,138.98	7,662.88	7,977.89	8,292.57	8,632.26			8,805.046
		Annual	85,667.73	91,954.53	95,734.67	99,510.78	103,587.12			105,660.555

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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
16	Clerk I	Front Desk Receptionist / Switchboard	1950	Hourly	15,939	16,417	16,909	17,417	17,939
			Monthly	2,590.09	2,667.76	2,747.71	2,830.26	2,915.09	
			Annual	31,081.05	32,013.15	32,972.55	33,963.15	34,981.05	
16A	Clerk II	Health Records Receptionist	1950	Hourly	16,556	17,052	17,564	18,091	18,634
			Monthly	2,690.35	2,770.95	2,854.15	2,939.79	3,028.03	
			Annual	32,284.20	33,251.40	34,249.80	35,277.45	36,336.30	
16C	Clerk IV	Finance Clerk	1950	Hourly	17,838	18,373	18,924	19,492	20,076
			Monthly	2,898.68	2,985.61	3,075.15	3,167.45	3,262.35	
			Annual	34,784.10	35,827.35	36,901.80	38,009.40	39,148.20	
16J	Secretary III	Admin Assistant	1950	Hourly	18,640	19,199	19,775	20,369	20,980
			Monthly	3,029.00	3,119.84	3,213.44	3,309.96	3,409.25	
			Annual	36,348.00	37,438.05	38,561.25	39,719.55	40,911.00	
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly	20,585	21,203	21,839	22,494	23,169
			Monthly	3,345.06	3,445.49	3,548.84	3,655.28	3,764.96	
			Annual	40,140.75	41,345.85	42,586.05	43,863.30	45,179.55	
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly	20,585	21,203	21,839	22,494	23,169
			Monthly	3,345.06	3,445.49	3,548.84	3,655.28	3,764.96	
			Annual	40,140.75	41,345.85	42,586.05	43,863.30	45,179.55	
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly	20,585	21,203	21,839	22,494	23,169
			Monthly	3,345.06	3,445.49	3,548.84	3,655.28	3,764.96	
			Annual	40,140.75	41,345.85	42,586.05	43,863.30	45,179.55	
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly	20,585	21,203	21,839	22,494	23,169
			Monthly	3,345.06	3,445.49	3,548.84	3,655.28	3,764.96	
			Annual	40,140.75	41,345.85	42,586.05	43,863.30	45,179.55	
No Match		Youth Worker	1950	Hourly	10,450	10,450	10,457	10,802	11,147
			Monthly	1,698.13	1,698.13	1,699.26	1,755.33	1,811.39	
			Annual	20,377.50	20,377.50	20,391.15	21,063.90	21,736.65	
No Match		Skill Development Worker	1950	Hourly	14,149	15,178	16,208	17,238	
			Monthly	2,299.21	2,466.43	2,633.80	2,801.18		
			Annual	27,590.55	29,597.10	31,605.60	33,614.10		

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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	Step 7	Step 8	Step 9
No Match		Health Records Receptionist - PIO	1950 Hourly	17,794	18,100	18,409	18,716	19,022	19,330				
No Match		Intake Support Worker (Woman's Place)	1950 Hourly	18,890	19,314	19,747	20,143	20,612					
No Match		Immigrant Settlement Worker	1950 Hourly	18,890	19,314	19,747	20,143	20,612					
No Match		Finance Clerk - PIO	1950 Hourly	20,560	21,192	21,851	22,536						
			Monthly	3,341.00	3,443.70	3,550.79	3,662.10						
			Annual	40,092.00	41,324.40	42,609.45	43,945.20						
No Match		FAS Outreach Mentor	1950 Hourly	22,349	22,861	23,329	23,886						
			Monthly	3,631.71	3,714.91	3,790.96	3,881.48						
			Annual	43,580.55	44,578.95	45,491.55	46,577.70						

**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	Step 9	Year 20 Note 1
42	Counsellor / Coordinator (BSW)	Aboriginal Outreach <sup>P</sup>	1950 Hourly	27,626	28,874	30,175	31,567	32,995	34,440	35,784	36,110			36,832
		Community Development Facilitator <sup>P</sup>	Monthly	4,489.23	4,692.03	4,903.44	5,129.64	5,361.69	5,596.50	5,814.90	5,867.88			5,985.20
		Family Violence Counsellor <sup>P</sup>	Annual	53,870.70	56,304.30	58,841.25	61,555.65	64,340.25	67,158.00	69,778.80	70,414.50			71,822.40
		Health Promotor <sup>P</sup>												
42A	Team Leader / Coordinator	Community Development Coordinator <sup>P</sup>	1950 Hourly	32,705	33,687	34,698	35,738	36,811	37,915					38,674
			Monthly	5,314.56	5,474.14	5,638.43	5,807.43	5,981.79	6,161.19					6,284.53
			Annual	63,774.75	65,689.65	67,661.10	69,689.10	71,781.45	73,934.25					75,414.30
No Match		Chronic Disease Educator <sup>P</sup>	1950 Hourly	27,096	28,024	29,065	30,118	31,230	32,381	33,660	34,950	36,287	37,013	
			Monthly	4,403.10	4,553.90	4,723.06	4,894.18	5,074.88	5,261.91	5,469.75	5,679.38	5,896.64	6,014.61	
			Annual	52,837.20	54,646.80	56,676.75	58,730.10	60,898.50	63,142.95	65,637.00	68,152.50	70,759.65	72,175.35	
No Match		Dietician <sup>P</sup>	1950 Hourly	27,096	28,024	29,065	30,118	31,230	32,381	33,660	34,950	36,287	37,013	
			Monthly	4,403.10	4,553.90	4,723.06	4,894.18	5,074.88	5,261.91	5,469.75	5,679.38	5,896.64	6,014.61	
			Annual	52,837.20	54,646.80	56,676.75	58,730.10	60,898.50	63,142.95	65,637.00	68,152.50	70,759.65	72,175.35	
No Match		Clinical Pharmacist <sup>P</sup>	1950 Hourly	46,303	47,750	49,260	50,829	52,468	54,176	55,955	57,810			58,966
			Monthly	7,524.24	7,759.38	8,004.75	8,259.71	8,526.05	8,803.60	9,092.69	9,394.13			9,581.98
			Annual	90,290.85	93,112.50	96,057.00	99,116.55	102,312.60	105,643.20	109,112.25	112,729.50			114,983.70

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

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20	Note 1
Foot Care LPN	1950	Hourly	26,559	27,428	28,285	29,328	30,284	31,351	32,467	33,116
		Monthly	4,315,794	4,457,012	4,596,383	4,765,811	4,921,134	5,094,592	5,275,942	5,381,393
		Annual	51,789,530	53,484,145	55,156,595	57,189,730	59,053,605	61,135,100	63,311,300	64,576,720
Nurse II	1950	Hourly	33,761	34,694	35,905	37,120	38,386	39,623	40,907	41,725
		Monthly	5,486,163	5,637,802	5,834,600	6,032,070	6,237,768	6,438,765	6,647,317	6,780,307
		Annual	65,833,950	67,653,625	70,015,205	72,384,845	74,853,220	77,265,175	79,767,805	81,363,685
Nurse III	1950	Hourly	36,013	37,228	38,496	39,733	40,882	42,134	43,426	44,295
		Monthly	5,852,064	6,049,534	6,255,568	6,456,564	6,643,287	6,846,802	7,056,698	7,197,916
		Annual	70,224,765	72,594,405	75,066,810	77,478,765	79,719,445	82,161,625	84,680,375	86,374,990
Nurse V	1950	Hourly	39,319	40,825	42,550	44,224	46,049	47,839	49,703	50,697
		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
Advanced Nurse Practitioner	1950	Hourly	44,811	46,100	47,507	48,952	50,445	51,985	53,570	55,268
		Monthly	7,281,706	7,683,340	8,085,000	8,486,666	8,888,333	9,289,999	9,691,666	10,093,333
		Annual	87,380,475	92,199,680	97,020,000	101,840,000	106,660,000	111,480,000	116,300,000	121,120,000

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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	Year 20	Note 2
16	Clerk I	Front Desk Receptionist / Switchboard	1950	Hourly Monthly Annual	15,939 2,590.09 31,081.05	16,417 2,667.76 32,013.15	16,909 2,747.71 32,972.55	17,417 2,830.26 33,963.15	17,939 2,915.09 34,981.05	18,477 3,002.51 36,030.15	18,847 3,062.64 36,751.65
16A	Clerk II	Health Records Receptionist	1950	Hourly Monthly Annual	16,556 2,690.35 32,284.20	17,052 2,770.95 33,251.40	17,564 2,854.15 34,249.80	18,091 2,939.79 35,277.45	18,634 3,028.03 36,336.30	19,193 3,118.86 37,426.35	19,576 3,181.10 38,173.20
16C	Clerk IV	Finance Clerk	1950	Hourly Monthly Annual	17,838 2,898.68 34,784.10	18,373 2,985.61 35,827.35	18,924 3,075.15 36,901.80	19,492 3,167.45 38,009.40	20,076 3,262.35 39,148.20	20,679 3,360.34 40,324.05	21,092 3,427.45 41,129.40
16J	Secretary III	Admin Assistant	1950	Hourly Monthly Annual	18,640 3,029.00 36,348.00	19,199 3,119.84 37,438.05	19,775 3,213.44 38,561.25	20,369 3,309.96 39,719.55	20,980 3,409.25 40,911.00	21,609 3,511.46 42,137.55	22,041 3,581.66 42,979.95
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly Monthly Annual	20,585 3,345.06 40,140.75	21,203 3,445.49 41,345.85	21,839 3,548.84 42,586.05	22,494 3,655.28 43,863.30	23,169 3,764.96 45,179.55	23,864 3,877.90 46,534.80	24,341 3,955.41 47,464.95
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly Monthly Annual	20,585 3,345.06 40,140.75	21,203 3,445.49 41,345.85	21,839 3,548.84 42,586.05	22,494 3,655.28 43,863.30	23,169 3,764.96 45,179.55	23,864 3,877.90 46,534.80	24,341 3,955.41 47,464.95
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly Monthly Annual	20,585 3,345.06 40,140.75	21,203 3,445.49 41,345.85	21,839 3,548.84 42,586.05	22,494 3,655.28 43,863.30	23,169 3,764.96 45,179.55	23,864 3,877.90 46,534.80	24,341 3,955.41 47,464.95
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly Monthly Annual	20,585 3,345.06 40,140.75	21,203 3,445.49 41,345.85	21,839 3,548.84 42,586.05	22,494 3,655.28 43,863.30	23,169 3,764.96 45,179.55	23,864 3,877.90 46,534.80	24,341 3,955.41 47,464.95
No Match		Youth Worker	1950	Hourly Monthly Annual	10,700 1,738.75 20,865.00	10,700 1,738.75 20,865.00	10,700 1,738.75 20,865.00	10,802 1,755.33 21,063.90	11,147 1,811.39 21,736.65	11,492 1,867.45 22,409.40	11,722 1,904.83 22,857.90
No Match		Skill Development Worker	1950	Hourly Monthly Annual	14,149 2,299.21 27,590.55	15,178 2,466.43 29,597.10	16,208 2,633.80 31,605.60	17,238 2,801.18 33,614.10			17,582 2,857.08 34,284.90



# CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
No Match		Health Records Receptionist - PIO	1950 Hourly	17,794	18,100	18,409	18,716	19,022	19,330	19,716
No Match		Intake Support Worker (Woman's Place)	1950 Hourly	18,890	19,314	19,747	20,143	20,612		21,024
No Match		Immigrant Settlement Worker	1950 Hourly	18,890	19,314	19,747	20,143	20,612		21,024
No Match		Finance Clerk - PIO	1950 Hourly	20,560	21,192	21,851	22,536			22,986
		Monthly		3,341.00	3,443.70	3,550.79	3,662.10			3,735.23
		Annual		40,092.00	41,324.40	42,609.45	43,945.20			44,822.70
No Match		FAS Outreach Mentor	1950 Hourly	22,349	22,861	23,329	23,886			24,363
		Monthly		3,631.71	3,714.91	3,790.96	3,881.48			3,958.99
		Annual		43,580.55	44,578.95	45,491.55	46,577.70			47,507.85

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

Market Adjustment 1.1%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 <sup>Note 1</sup>	
Foot Care LPN	1950	Hourly	26,850	27,730	28,596	29,650	30,617	31,895	32,825	33,481
		Monthly	4,363.147	4,506.044	4,646.926	4,818.201	4,975.203	5,150.508	5,334.041	5,440.668
		Annual	52,357.760	54,072.525	55,763.110	57,818.410	59,702.435	61,806.095	64,008.490	65,288.015
Nurse II	1950	Hourly	34,132	35,077	36,300	37,529	38,808	40,059	41,357	42,184
		Monthly	5,546.450	5,699.931	5,898.745	6,098.398	6,306.278	6,509.625	6,720.529	6,854.862
		Annual	66,557.400	68,399.175	70,784.935	73,180.770	75,675.340	78,115.505	80,646.345	82,258.345
Nurse III	1950	Hourly	36,410	37,637	38,918	40,170	41,331	42,597	43,903	44,782
		Monthly	5,916.544	6,116.029	6,324.245	6,527.593	6,716.331	6,922.029	7,134.275	7,277.005
		Annual	70,998.525	73,392.345	75,890.945	78,331.110	80,595.970	83,064.345	85,611.305	87,324.055
Nurse V	1950	Hourly	39,751	41,273	43,018	44,709	46,557	48,365	50,250	51,255
		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
Advanced Nurse Practitioner	1950	Hourly	45,303	48,629	50,627	52,625	54,780			55,876
		Monthly	7,361.803	7,902.158	8,226.909	8,551.492	8,901.766			9,079.926
		Annual	88,341.630	94,825.900	98,722.910	102,617.905	106,821.195			108,959.110

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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	Year 20 Note 2
16	Clerk I	Front Desk Receptionist / Switchboard	1950	Hourly Monthly Annual	16,337 2,654.76 31,857.15	16,827 2,734.39 32,812.65	17,332 2,816.45 33,797.40	17,852 2,900.95 34,811.40	18,388 2,988.05 35,856.60	18,939 3,077.59 36,931.05
16A	Clerk II	Health Records Receptionist	1950	Hourly	16,970	17,479	18,003	18,543	19,099	19,672
16C	Clerk IV	Finance Clerk	1950	Hourly Monthly Annual	18,284 2,971.15 35,653.80	18,832 3,060.20 36,722.40	19,397 3,152.01 37,824.15	19,979 3,246.59 38,959.05	20,578 3,343.93 40,127.10	21,196 3,444.35 41,332.20
16J	Secretary III	Admin Assistant	1950	Hourly Monthly Annual	19,106 3,104.73 37,256.70	19,679 3,197.84 38,374.05	20,270 3,293.88 39,526.50	20,878 3,392.68 40,712.10	21,504 3,494.40 41,932.80	22,149 3,599.21 43,190.55
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly Monthly Annual	21,100 3,428.75 41,145.00	21,733 3,531.61 42,379.35	22,385 3,637.56 43,650.75	23,056 3,746.60 44,959.20	23,748 3,859.05 46,308.60	24,460 3,974.75 47,697.00
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly Monthly Annual	21,100 3,428.75 41,145.00	21,733 3,531.61 42,379.35	22,385 3,637.56 43,650.75	23,056 3,746.60 44,959.20	23,748 3,859.05 46,308.60	24,460 3,974.75 47,697.00
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly Monthly Annual	21,100 3,428.75 41,145.00	21,733 3,531.61 42,379.35	22,385 3,637.56 43,650.75	23,056 3,746.60 44,959.20	23,748 3,859.05 46,308.60	24,460 3,974.75 47,697.00
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly Monthly Annual	21,100 3,428.75 41,145.00	21,733 3,531.61 42,379.35	22,385 3,637.56 43,650.75	23,056 3,746.60 44,959.20	23,748 3,859.05 46,308.60	24,460 3,974.75 47,697.00
No Match	No Match	Youth Worker	1950	Hourly Monthly Annual	10,700 1,738.75 20,865.00	10,700 1,738.75 20,865.00	10,719 1,741.84 20,902.05	11,072 1,799.20 21,590.40	11,426 1,856.73 22,280.70	11,779 1,914.09 22,969.05
No Match	No Match	Skill Development Worker	1950	Hourly Monthly Annual	14,502 2,356.58 28,278.90	15,558 2,528.18 30,338.10	16,613 2,699.61 32,395.35	17,669 2,871.21 34,454.55		
										18,022 2,928.58 35,142.90

# CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 Note 2
No Match		Health Records Receptionist - PIO	1950 Hourly	18,239	18,553	18,869	19,184	19,498	19,813	20,209
No Match		Intake Support Worker (Woman's Place)	1950 Hourly	19,362	19,797	20,241	20,646	21,127		21,549
No Match		Immigrant Settlement Worker	1950 Hourly	19,362	19,797	20,241	20,646	21,127		21,549
No Match		Finance Clerk - PIO	1950 Hourly	21,074	21,722	22,397	23,099			23,561
			Monthly	3,424.53	3,529.83	3,639.51	3,753.59			3,828.66
			Annual	41,094.30	42,357.90	43,674.15	45,043.05			45,943.95
No Match		FAS Outreach Mentor	1950 Hourly	22,908	23,433	23,913	24,483			24,972
			Monthly	3,722.55	3,807.86	3,885.86	3,978.49			4,057.95
			Annual	44,670.60	45,694.35	46,630.35	47,741.85			48,695.40

## 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 Note 1
42	Counsellor / Coordinator (BSW)	Aboriginal Outreach <sup>P</sup>	1950 Hourly	28,041	29,307	30,628	32,040	33,490	34,957	36,321	36,651		37,385
		Community Development Facilitator <sup>P</sup>	Monthly	4,556.66	4,762.39	4,977.05	5,206.50	5,442.13	5,680.51	5,902.16	5,955.79		6,075.06
		Family Violence Counsellor <sup>P</sup>	Annual	54,679.95	57,148.65	59,724.60	62,478.00	65,305.50	68,166.15	70,825.95	71,469.45		72,900.75
		Health Promotor <sup>P</sup>											
42A	Team Leader / Coordinator	Community Development Coordinator <sup>P</sup>	1950 Hourly	33,196	34,192	35,218	36,274	37,363	38,484				39,254
			Monthly	5394.35	5556.2	5722.925	5894.525	6071.49	6253.65				6378.78
			Annual	64,732.20	66,674.40	68,675.10	70,734.30	72,857.85	75,043.80				76,545.30
No Match		Chronic Disease Educator <sup>P</sup>	1950 Hourly	27,503	28,445	29,501	30,570	31,699	32,867	34,165	35,474	36,832	37,568
			Monthly	469.28	462.313	4793.913	4967.625	5151.09	5340.888	5551.813	5764.525	5985.2	6,104.80
			Annual	53,630.85	55,467.75	57,526.95	59,611.50	61,813.05	64,090.65	66,621.75	69,174.30	71,822.40	73,257.60
No Match		Dietician <sup>P</sup>	1950 Hourly	27,50	28,45	29,50	30,57	31,70	32,87	34,17	35,47	36,83	37,568
			Monthly	4,469.24	4,622.31	4,793.91	4,967.63	5,151.09	5,340.89	5,551.81	5,764.53	5,985.20	6,104.80
			Annual	53,630.85	55,467.75	57,526.95	59,611.50	61,813.05	64,090.65	66,621.75	69,174.30	71,822.40	73,257.60
No Match		Clinical Pharmacist <sup>P</sup>	1950 Hourly	46,998	48,466	49,999	51,592	53,255	54,988	56,794	58,677		59,851
			Monthly	7,637.18	7,875.73	8,124.84	8,383.70	8,653.94	8,935.55	9,229.03	9,535.01		9,725.79
			Annual	91,646.10	94,508.70	97,498.05	100,604.40	103,847.25	107,226.60	110,748.30	114,420.15		116,709.45

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

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 <sup>Note 1</sup>
Foot Care LPN	1950	Hourly	27,387	28,283	29,168	30,244	31,229	32,330	33,481
		Monthly	4,450.46	4,596.05	4,739.78	4,914.59	5,074.78	5,253.61	5,440.67
		Annual	53,405.56	55,152.57	56,877.41	58,975.02	60,897.33	63,043.31	65,288.02
Nurse II Foot Care Coordinator	1950	Hourly	34,815	35,778	37,026	38,279	39,584	40,860	42,184
		Monthly	5,657.44	5,813.95	6,016.79	6,220.31	6,432.38	6,639.76	6,854.86
		Annual	67,889.25	69,767.36	72,201.48	74,643.66	77,188.61	79,677.13	82,258.35
Nurse III Primary Care Nurse	1950	Hourly	37,138	38,390	39,698	40,973	42,158	43,450	44,782
		Monthly	6,034.93	6,238.44	6,450.86	6,658.06	6,850.66	7,060.56	7,277.01
		Annual	72,419.10	74,861.28	77,410.26	79,896.77	82,207.97	84,726.72	87,324.06
Nurse V PHN Coordinator	1950	Hourly	40,547	42,099	43,877	45,604	47,488	49,332	51,255
		Monthly	6,588.88	6,841.09	7,130.08	7,410.67	7,716.78	8,016.51	8,329.00
		Annual	79,066.59	82,093.12	85,560.93	88,928.00	92,601.34	96,198.12	99,948.03
Advanced Nurse Practitioner	1950	Hourly	46,210	49,601	51,640	53,678	55,876		56,994
		Monthly	7,509.07	8,060.17	8,391.47	8,722.60	9,079.93		9,261.44
		Annual	90,108.79	96,722.02	100,697.61	104,671.19	108,959.11		111,137.325

**CUPE LOCAL 2348 AND NOR-WEST CO-OP 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	Year 20 Note 2
16	Clerk I	Front Desk Receptionist / Switchboard	1950	Hourly	16,664	17,164	17,679	18,209	18,755	19,318
				Monthly	2,707.90	2,789.15	2,872.84	2,958.96	3,047.69	3,139.18
				Annual	32,494.80	33,469.80	34,474.05	35,507.55	36,572.25	37,670.10
16A	Clerk II	Health Records Receptionist	1950	Hourly	17,309	17,828	18,363	18,914	19,481	20,066
				Monthly	2,812.71	2,897.05	2,983.99	3,073.53	3,165.66	3,260.73
				Annual	33,752.55	34,764.60	35,807.85	36,882.30	37,987.95	39,128.70
16C	Clerk IV	Finance Clerk	1950	Hourly	18,649	19,209	19,785	20,379	20,990	21,620
				Monthly	3,030.46	3,121.46	3,215.06	3,311.59	3,410.88	3,513.25
				Annual	36,365.55	37,457.55	38,580.75	39,739.05	40,930.50	42,159.00
16J	Secretary III	Admin Assistant	1950	Hourly	19,488	20,073	20,675	21,295	21,934	22,592
				Monthly	3,166.80	3,261.86	3,359.69	3,460.44	3,564.28	3,671.20
				Annual	38,001.60	39,142.35	40,316.25	41,525.25	42,771.30	44,054.40
56	Outreach Worker	Community Action & Engagement Programmer	1950	Hourly	21,522	22,167	22,832	23,517	24,223	24,950
				Monthly	3,497.33	3,602.14	3,710.20	3,821.51	3,936.24	4,054.38
				Annual	41,967.90	43,225.65	44,522.40	45,858.15	47,234.85	48,652.50
56	Outreach Worker	Community Chef, Garden and Food Skill Programmer	1950	Hourly	21,522	22,167	22,832	23,517	24,223	24,950
				Monthly	3,497.33	3,602.14	3,710.20	3,821.51	3,936.24	4,054.38
				Annual	41,967.90	43,225.65	44,522.40	45,858.15	47,234.85	48,652.50
56	Outreach Worker	Cooking and Food Skills Programmer	1950	Hourly	21,522	22,167	22,832	23,517	24,223	24,950
				Monthly	3,497.33	3,602.14	3,710.20	3,821.51	3,936.24	4,054.38
				Annual	41,967.90	43,225.65	44,522.40	45,858.15	47,234.85	48,652.50
56	Outreach Worker	Parent Child Coalition - Community Development Programmer	1950	Hourly	21,522	22,167	22,832	23,517	24,223	24,950
				Monthly	3,497.33	3,602.14	3,710.20	3,821.51	3,936.24	4,054.38
				Annual	41,967.90	43,225.65	44,522.40	45,858.15	47,234.85	48,652.50
No Match	No Match	Youth Worker	1950	Hourly	11,000	11,000	11,000	11,294	11,654	12,015
				Monthly	1,787.50	1,787.50	1,787.50	1,835.28	1,893.78	1,952.44
				Annual	21,450.00	21,450.00	21,450.00	22,023.30	22,725.30	23,429.25
No Match	No Match	Skill Development Worker	1950	Hourly	14,792	15,869	16,945	18,022		18,382
				Monthly	2,403.70	2,578.71	2,753.56	2,928.58		2,987.08
				Annual	28,844.40	30,944.55	33,042.75	35,142.90		35,844.90

# CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Year 20 <sup>Note 2</sup>
No Match		Health Records Receptionist - PIO	1950 Hourly	18,604	18,924	19,246	19,568	19,888	20,209	20,613
No Match		Intake Support Worker (Woman's Place)	1950 Hourly	19,750	20,193	20,646	21,059	21,549		21,980
No Match		Immigrant Settlement Worker	1950 Hourly	19,750	20,193	20,646	21,059	21,549		21,980
No Match		Finance Clerk - PIO	1950 Hourly	21,496	22,156	22,845	23,561			24,032
			Monthly	3,493.10	3,600.35	3,712.31	3,828.66			3,905.20
			Annual	41,917.20	43,204.20	44,547.75	45,943.95			46,862.40
No Match		FAS Outreach Mentor	1950 Hourly	23,366	23,901	24,391	24,972			25,472
			Monthly	3,796.98	3,883.91	3,963.54	4,057.95			4,139.20
			Annual	45,563.70	46,606.95	47,562.45	48,695.40			49,670.40

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

General Increase 2%

Stand. Group #	Occupational Group	Employer Classification <sup>1</sup>	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 <sup>Note 1</sup>
42	Counsellor / Coordinator (BSW)	Aboriginal Outreach <sup>P</sup>	1950 Hourly	28,601	29,893	31,240	32,681	34,159	35,656	37,047	37,384		38,133
		Community Development Facilitator <sup>P</sup>	Monthly	4,647.66	4,857.61	5,076.50	5,310.66	5,550.84	5,794.10	6,020.14	6,074.90		6,196.61
		Family Violence Counsellor <sup>P</sup>	Annual	55,771.95	58,291.35	60,918.00	63,727.95	66,610.05	69,529.20	72,241.65	72,898.80		74,359.35
42A	Team Leader / Coordinator	Health Promotor <sup>P</sup>	1950 Hourly	33,860	34,876	35,923	37,000	38,110	39,254				40,039
		Community Development Coordinator <sup>P</sup>	Monthly	5,502.25	5,667.35	5,837.49	6,012.50	6,192.88	6,378.78				6,506.34
			Annual	66,027.00	68,008.20	70,049.85	72,150.00	74,314.50	76,545.30				78,076.05
No Match		Chronic Disease Educator <sup>P</sup>	1950 Hourly	28,053	29,014	30,091	31,181	32,333	33,524	34,848	36,184	37,568	38,320
			Monthly	4,558.61	4,714.78	4,889.79	5,066.91	5,254.11	5,447.65	5,662.80	5,879.90	6,104.80	6,227.00
			Annual	54,703.35	56,577.30	58,677.45	60,802.95	63,049.35	65,371.80	67,953.60	70,558.80	73,257.60	74,724.00
No Match		Dietician <sup>P</sup>	1950 Hourly	28,053	29,014	30,091	31,181	32,333	33,524	34,848	36,184	37,568	38,320
			Monthly	4,558.61	4,714.78	4,889.79	5,066.91	5,254.11	5,447.65	5,662.80	5,879.90	6,104.80	6,227.00
			Annual	54,703.35	56,577.30	58,677.45	60,802.95	63,049.35	65,371.80	67,953.60	70,558.80	73,257.60	74,724.00
No Match		Clinical Pharmacist <sup>P</sup>	1950 Hourly	47,938	49,435	50,999	52,623	54,321	56,088	57,930	59,851		61,048
			Monthly	7,789.93	8,033.19	8,287.34	8,551.24	8,827.16	9,114.30	9,413.63	9,725.79		9,920.30
			Annual	93,479.10	96,398.25	99,448.05	102,614.85	105,925.95	109,371.60	112,963.50	116,709.45		119,043.60

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

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

General Increase 2%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 <sup>Note 1</sup>
Foot Care LPN	1950	Hourly	27,935	28,850	29,752	30,848	31,854	32,977	34,151
		Monthly	4,539.46	4,808.07	4,959.36	5,141.47	5,309.07	5,482.28	5,660.17
		Annual	54,473.51	58,256.79	59,508.32	61,701.66	63,708.84	65,787.32	67,922.00
Nurse II	1950	Hourly	35,511	36,493	37,522	38,600	39,728	40,906	42,134
		Monthly	5,918.50	6,082.17	6,253.67	6,433.33	6,621.33	6,817.67	7,022.83
		Annual	69,246.45	71,161.74	73,066.04	75,166.00	77,366.00	79,666.00	81,966.00
Nurse III	1950	Hourly	37,880	39,158	40,491	41,793	43,001	44,319	45,677
		Monthly	6,313.33	6,526.33	6,748.50	6,978.83	7,216.83	7,461.67	7,713.17
		Annual	75,760.00	78,316.00	80,982.00	83,746.00	86,600.00	89,540.00	92,556.00
Nurse V	1950	Hourly	41,357	42,941	44,586	46,293	48,063	49,896	51,793
		Monthly	6,892.83	7,156.83	7,431.00	7,715.50	8,010.50	8,316.00	8,632.17
		Annual	82,714.00	85,882.00	89,172.00	92,586.00	96,126.00	99,792.00	103,586.00
PHN Coordinator	1950	Hourly	47,134	50,593	52,673	54,751	56,994	59,399	61,877
		Monthly	7,855.67	8,432.17	8,778.83	9,125.17	9,499.83	9,891.67	10,303.17
		Annual	94,268.00	101,186.00	105,346.00	109,502.00	113,998.00	118,704.00	123,638.00
Advanced Nurse Practitioner	1950	Hourly	58,214	60,493	62,822	65,201	67,630	70,109	72,638
		Monthly	9,702.33	10,082.17	10,470.33	10,866.83	11,270.83	11,682.50	12,101.67
		Annual	116,428.00	121,386.00	125,644.00	130,402.00	135,250.00	140,190.00	145,220.00

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

Market Adjustment 1%

Employer Classification	Annual Hours	Start	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 20 <sup>Note 1</sup>
Foot Care LPN	1950	Hourly	28,214	29,138	30,049	31,157	32,172	33,306	34,493
		Monthly	4,702.33	4,856.33	5,008.17	5,196.17	5,388.17	5,584.17	5,784.17
		Annual	56,448.00	58,256.00	60,098.00	62,354.00	64,658.00	67,010.00	69,410.00
Nurse II	1950	Hourly	35,866	36,858	37,844	38,835	39,835	40,844	41,861
		Monthly	5,977.67	6,143.00	6,307.33	6,471.67	6,636.00	6,800.33	6,964.67
		Annual	71,762.00	73,716.00	75,688.00	77,660.00	79,632.00	81,604.00	83,576.00
Nurse III	1950	Hourly	38,259	39,550	40,896	42,211	43,431	44,761	46,134
		Monthly	6,376.50	6,591.67	6,816.00	7,040.17	7,264.50	7,488.83	7,713.17
		Annual	76,518.00	79,080.00	81,792.00	84,482.00	87,171.00	89,861.00	92,552.00
PHN Coordinator	1950	Hourly	41,771	43,371	45,023	46,981	48,921	50,822	52,803
		Monthly	6,961.83	7,228.50	7,503.83	7,830.17	8,156.50	8,482.83	8,809.17
		Annual	87,542.00	90,741.00	93,646.00	97,562.00	101,478.00	105,394.00	109,310.00
Advanced Nurse Practitioner	1950	Hourly	58,214	60,493	62,822	65,201	67,630	70,109	72,638
		Monthly	9,702.33	10,082.17	10,470.33	10,866.83	11,270.83	11,682.50	12,101.67
		Annual	116,428.00	121,386.00	125,644.00	130,402.00	135,250.00	140,190.00	145,220.00

**CUPE LOCAL 2348 AND NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

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

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

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

- # 1** Effective Oct 1/14 a Long Service Step equivalent to two percent (2%) shall be added to Schedule A. Employees shall be eligible for the Long Service Step identified in Schedule A upon completion of the following:
- (i) Twenty (20) or more years of continuous service; and
  - (ii) The employee has been at the maximum step of their salary scale for a minimum of 12 consecutive months.
- # 2** Employees who do not meet the above criteria on Oct 1/14 shall be eligible for the Long Service Step on the employee's anniversary date in which the employee meets both conditions outlined in # 1 above.

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



**APPENDIX "B"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR-WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: DEFERRED SALARY LEAVE PLAN**



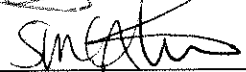
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The Employer and Union agree to explore a deferred salary leave plan during the term of the Agreement. It is understood that the parties agree that any such plan shall not result in any cost or liability to the Employer. It is further understood that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

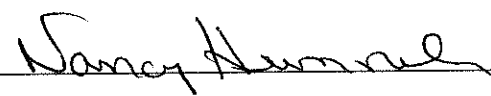


This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16



**APPENDIX "C"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**  
**AND**  
**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**  
**RE: CENTRAL TABLE STAFFING COMMITTEE**

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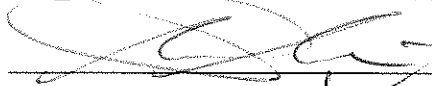
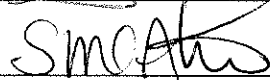
Central Table (Local 2343 and 2348) Staffing Committee

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

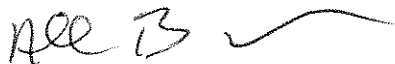
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 15<sup>th</sup> day of June, 2016.

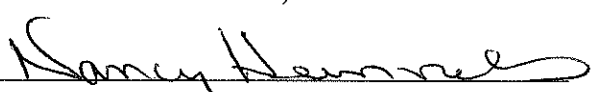

**FOR THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2348**

MK:cbo/cope 491  
26-Apr-16



**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

**APPENDIX “D”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**  
**AND**  
**NOR’WEST CO-OP 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.



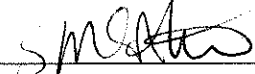
ix) future salary increments to be processed in accordance with collective agreement Article 28.06.

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 15<sup>th</sup> day of June, 2016.

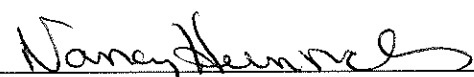
**FOR THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2348**

  
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MK:cbc/cope 491  
26-Apr-16



**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

  
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**APPENDIX "E"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**

**AND**  
**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**  
**RE: WAGE ADJUSTMENT – NURSING CLASSIFICATIONS**

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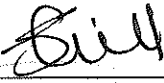
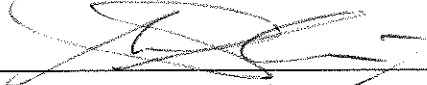
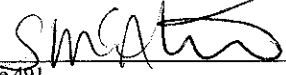

**For the continued maintenance of wage standardization, and to ensure the salary scales of Nursing classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by the Manitoba Nurses' Union (MNU), application of current and future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

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

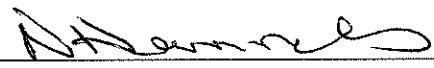

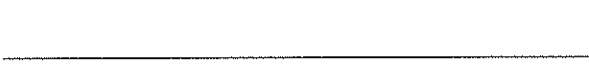
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16



**APPENDIX “F”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**  
**AND**  
**NOR’WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**  
**RE: REPRESENTATIONAL ABORIGINAL WORK FORCE**

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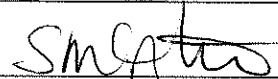
The parties understand that Aboriginal persons are significantly underrepresented in the health care labour force and that additional actions are needed to promote and facilitate employment of Aboriginal persons in health care occupations at all levels. It is therefore mutually agreed that the undersigned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

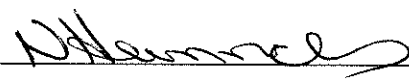


(e) The Union assumes no responsibility for costs associated with the initiative.

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16



**APPENDIX "G"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: EDUCATION LEAVE**

---

The Parties agree that continuing education and expanding one's knowledge base is a benefit to the Employer and the employee.

The Parties further agree that all employees should have equal opportunity to apply for, and be approved for, educational experiences beyond those the Employer may offer to all staff.




To ensure all employees understand the process of applying for education leave, the criteria used by the Employer for approval and to ensure the process is transparent, the Parties agree to meet to review and revise as necessary, the current education leave request process. The Parties will then jointly present the process to the employees to ensure all employees understand the process needed to be followed to request such leave.

The Parties agree to meet to begin these discussions within ninety (90) days of the ratification of this Agreement.

This letter of understanding shall be attached to and form part of the Collective Agreement.

Signed this 15<sup>th</sup> day of June, 2016.

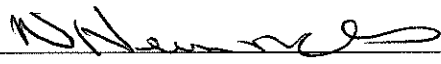


**FOR THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2348**

MK:cbc/cope 491  
26-Apr-16



**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

**APPENDIX "H"**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**

**AND**  
**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: EMPLOYMENT EQUITY**


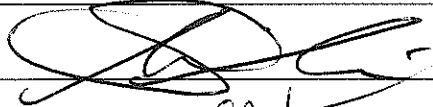

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As both Parties believe in the concepts and principles of employment equity, it is agreed the Parties shall meet and, through the Labour Management Committee, develop an understanding/ guidelines to promote employment equity as it pertains to the diverse communities Nor'West serves.

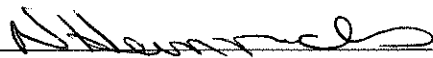
This letter of understanding shall be attached to and form part of the collective agreement.

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**



MK:cbc/cope 491  
26-Apr-16



**APPENDIX "I"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: ARTICLE 28 – TRANSPORTATION ALLOWANCE**

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The Parties recognize the following agreement does not serve employees well:

(2401 in Central Agreement, 2807 in this Agreement)

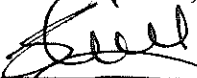



28.07 Where an employee is required and authorized to use her privately owned vehicle on the Employer's business, she shall (effective January 1, 2009) be reimbursed in accordance with the prevailing Province of Manitoba mileage rates with a minimum payment of \$3.50 per return trip.

On a daily basis, employees are using their personal vehicles to travel to meetings and appointments within the community area, often within a few kilometres or less. The parties agree that the minimum payment clause would result in decreased flexibility for employees to conduct their work. Instead of imposing a minimum payment, employees will continue to be reimbursed for travel in accordance with the prevailing Province of Manitoba mileage rates for in-town trips, regardless of the distance travelled.

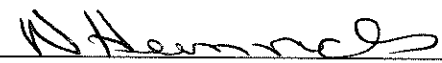


This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16

**APPENDIX "J"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: MAINTENANCE OF WAGE STANDARDIZATION**

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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;

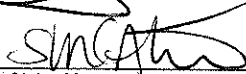
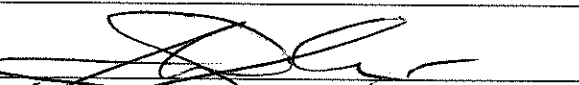
AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

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 15<sup>th</sup> day of June, 2016.


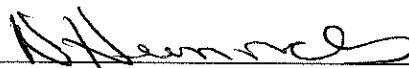
**FOR THE UNION:  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL 2348**



MK:cbc/cope 491 / 26-Apr-16



**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**



**APPENDIX "K"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

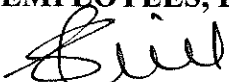
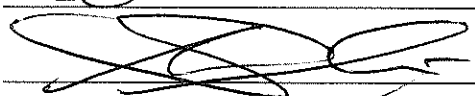
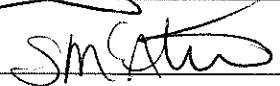
**RE: UTILIZATION OF EMPLOYEE PORTION OF EMPLOYMENT INSURANCE (EI)  
REBATE, TRAINING AND EDUCATION FUND**

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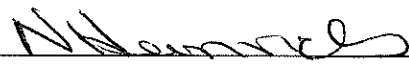
The Parties agree that, three (3) pay periods following date of ratification, the employee portion of the Employment Insurance (EI) rebate will be directed to a provincial training and education fund. The training and education fund will be administered by the CUPE Provincial Health Care Council (PHCC).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

Signed this 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**



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26-Apr-16



**APPENDIX “L”**  
**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**CUPE LOCAL 2348**  
**AND**  
**NOR’WEST CO-OP 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.


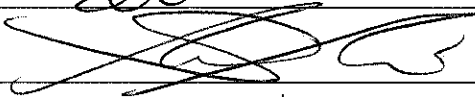
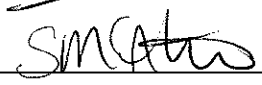
The Committee will determine process issues including the circumstances in which individuals including employees may be invited to present or share information with the Committee for its consideration.



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 15<sup>th</sup> day of June, 2016.

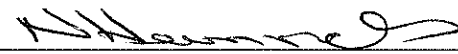
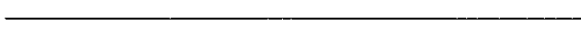
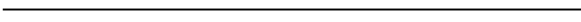
**FOR THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2348**

MK:cbc/cope 491  
26-Apr-16



**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

**APPENDIX "M"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

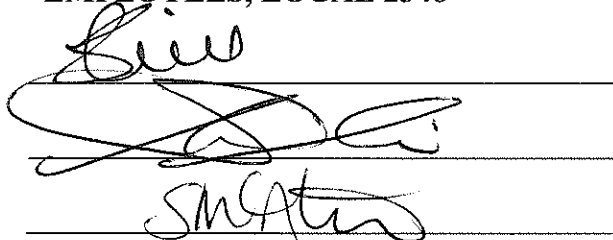
**RE: PENSION OR BENEFIT PLAN IMPROVEMENTS**

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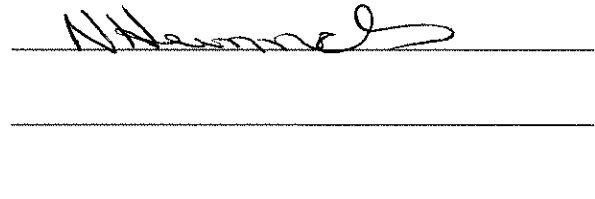
During the term of the **2012 to 2017** Collective Agreement, should another health care union receive enhanced pension or benefit plan improvements, the facility support unions will also receive the same enhancements at the same time.

Signed this 15<sup>th</sup> day of June, 2016.

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

  
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**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**

  
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MK:cbc/cope 491  
26-Apr-16



**APPENDIX “N”**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR’WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

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

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


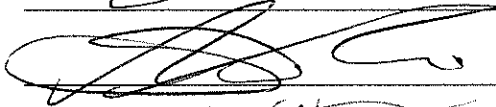
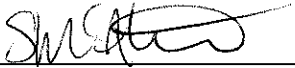
1. Effective April 1, 2008, and thereafter, classifications listed herein shall have wages adjusted in accordance with the rates and effective dates as established within the MAHCP central table collective agreement.
2. Classifications listed herein may be revised to remove or include additional classifications,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

Standardization Group Number	Nor’West Coop Community Health Centre Classification Title	MAHCP Comparable Classification
42	Parent Child Coalition – Comm. Dev. Facilitator	Social Worker (BSW)
42	Family Violence Counsellor	Social Worker (BSW)
42	Health Promoter	Social Worker (BSW)
42	Aboriginal Outreach	Social Worker (BSW)
42	Mentor Coordinator	Social Worker (BSW)

Standardization Group Number	Nor'West Coop Community Health Centre Classification Title	MAHCP Comparable Classification
42	Community Development Facilitator	Social Worker (BSW)
42A	Community Development Coordinator	Social Worker (BSW) (Same adjustment pattern)
	<b>Pharmacist</b>	<b>Pharmacist</b>

Signed this 15<sup>th</sup> day of June, 2016.

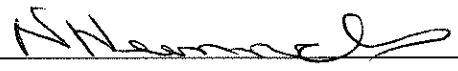
**FOR THE UNION:**  
**CANADIAN UNION OF PUBLIC**  
**EMPLOYEES, LOCAL 2348**

MK:cbc/cope 491  
26-Apr-16



**FOR THE EMPLOYER:**  
**NOR'WEST CO-OP COMMUNITY**  
**HEALTH CENTRE, INC.**

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

**APPENDIX "O"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

**CUPE LOCAL 2348**

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

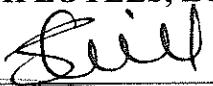
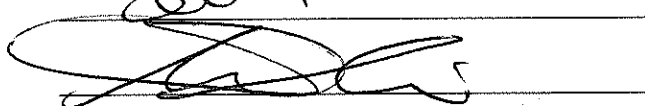

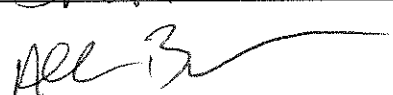
**RE: MEDICAL LAB ASSISTANTS, BIRTH CENTRE ASSISTANTS, PROGRAM  
ASSISTANTS, MEDICAL ASSISTANTS**

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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 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**

MK:cbc/cope 491  
26-Apr-16

**APPENDIX "P"**

**LETTER OF UNDERSTANDING**

**BETWEEN**

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

**AND**

**NOR'WEST CO-OP COMMUNITY HEALTH CENTRE, INC.**

**RE: CLASSIFICATION REVIEW**

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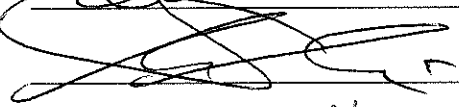
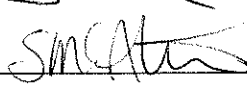

**The following classifications will be reviewed as per the Current Classification/Evaluation provisions, including Maintenance of Wage Standardization Committee:**

- "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 15<sup>th</sup> day of June, 2016.

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

**FOR THE EMPLOYER:  
NOR'WEST CO-OP COMMUNITY  
HEALTH CENTRE, INC.**



MK:cbc/cope 491  
26-Apr-16