

COLLECTIVE AGREEMENT

BETWEEN



AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

TERM OF AGREEMENT:

April 1, 2012 – March 31, 2017

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THIS AGREEMENT SIGNED as of this _____ day of _____, 2016.

BETWEEN

**SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.
(hereinafter referred to as the “Employer”)**

Party of the First Part;

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2348
(hereinafter referred to as the “Union”)**

Party of the Second Part.

ARTICLE 1 – PREAMBLE

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

- (a) to maintain and improve harmonious relations and settled conditions of employment between the Employer and the Union;
- (b) to recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, service, etc.;
- (c) to promote the morale, well-being and security of all employees in the bargaining unit of the Union and

1.02 It is now 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 seventy (70) hours in a two-week period.

A “part-time employee” is one who regularly and recurrently works fewer than seventy (70) hours in a two-week period.

A “temporary employee” means an employee hired for a specified period of time, or until the completion of a specified job, or until the occurrence of a specified event, but in any event not exceeding twelve (12) months unless otherwise mutually agreed. A temporary employee will be included in the bargaining unit and covered by the terms of this Agreement, unless otherwise mutually agreed. Following the completion of six (6) months’ continuous service a temporary employee shall be covered by the terms of this Agreement unless otherwise limited by the Agreement. No employee shall be terminated and re-employed for the purpose of extending the period of temporary employment.

A “temporary grant employee” means a temporary employee who works on a project funded by a grant to the Organization. Grant employees are included in the bargaining unit and are covered by this Collective Agreement with respect to non-monetary items only.

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

The term “Employer” and “Organization” shall mean Sexuality Education Resource Centre Manitoba Inc. (SERC).

- 1.04 Where the feminine pronoun is used in this Agreement, it includes the masculine pronoun where the context so requires. Where the singular is used it may also be deemed to mean plural.
- 1.05 A “permanent employee” is one who works either full-time or part-time and who has not been hired as a temporary or a contract/grant employee.

ARTICLE 2 – MANAGEMENT RIGHTS

2.01 Management Rights

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

2.02 Not Discriminatory

The Employer shall exercise its rights in a fair and reasonable manner. The Employer’s rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner which would deprive any employee of his/her employment, except through just cause.

2.03 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 19 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 19.

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 3 – RECOGNITION AND NEGOTIATION

3.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees and its Local 2348 as the sole and exclusive collective bargaining agent for all of its employees covered by MLB Certificate No. 6744 issued on September 30, 2009, and/or listed in Schedule “A” and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between Parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 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 in cases mutually agreed upon by the Parties. Such agreements may be reached in either verbal or written form.

3.03 No Other Agreements

No employee shall be required or permitted to make a written or verbal agreement with the Employer or his/her representative which may conflict with the terms of this Collective Agreement.

3.04 Right of Fair Representation

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 in order to deal with any matters arising out of this Collective Agreement.

3.05 Union Officers and Committee Members

Union officers and committee members shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiations and arbitration. Permission to leave work during working hours for such purposes shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. All time spent in performing such union duties, including work performed on various committees, shall be considered as time worked.

3.06 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 4 – RESPECTFUL WORKPLACE/NO HARASSMENT/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 Harassment

The Board of SERC and CUPE Local 2348 jointly affirm that every employee in the organization, within their jurisdiction, shall be treated fairly. The work environment must be free of all forms of harassment. The principle of fair treatment is a fundamental one and both the Board and the Union do not and will not condone any improper behaviour on the part of its employees and members which would jeopardize their dignity and well-being and/or undermine work relationships and productivity. Harassment is an unacceptable behaviour in our workplace. The Board of SERC and CUPE Local 2348 affirm this.

- 1) No individual should suffer from or be exposed to harassment at work based upon characteristics that include age, race, colour, political or religious affiliation, sex, sexual orientation, or marital status, mental or physical disability, record of criminal offences, nor by reason of membership or activity in the Union.
- 2) Harassment means any improper behaviour by a person that is directed at and/or is offensive to any employee and which that person knew or ought reasonably to have known would be inappropriate or unwelcome. It comprises objectionable conduct, comment or display, made on either a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee or has the effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- 3) Sexual harassment is a particularly objectionable course of conduct or comment which cannot be tolerated, as it represents an intrusion upon a person's sexual dignity as a woman or man. Sexual harassment is:
 - (a) Unwanted sexual attention, objectionable conduct, comment or display made either on a one-time or continuous basis that demeans, belittles or causes personal humiliation or embarrassment to an employee; or
 - (b) An implied or expressed promise of reward for complying with a sexually-oriented request; or
 - (c) An implied or expressed statement that compliance with a sexually-oriented request is expected in order to maintain existing benefits; or
 - (d) An implied or expressed threat of reprisal, in the form of actual reprisal or the denial of opportunity for refusal to comply with a sexually-oriented request; or
 - (e) Sexually oriented behaviour, language and printed matter (including but not limited to jokes, anecdotes and pictures) of a persistent and

unwelcome nature which create a negative (psychologically and emotionally) environment for work.

- 4) Racial discrimination is a form of harassment defined as:
 - (a) Differential treatment of an individual because of nationality, race, colour, ancestry, or ethnic origin; or
 - (b) An action or policy which has an adverse impact on an individual because of their race, colour, nationality, ancestry, or ethnic origin; or
 - (c) Use of stereotyped images or language (including but not limited to pictures, jokes and anecdotes) which suggest that all or most members of a racial or ethnic group are the same, thereby denying their individuality as persons, when such conduct has the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.
- 5) It is both the right and the responsibility of any employee who believes that he/she has been subjected to harassment as defined above to immediately report such concerns to the Executive Director or Union. The Executive Director or designate and/or the Union shall undertake to investigate all alleged occurrences expeditiously. The complainant will be advised of the results of the investigation and the action, if any to be taken. This procedure does not preclude any employee from initiating a grievance.
- 6) Where the alleged harasser is the person who would normally deal with the first step of such grievances, the grievance will automatically be sent forward to the next step.
- 7) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- 8) All information, documented or otherwise, pertaining to complaints of harassment and their investigation shall be dealt with in confidence and as expeditiously as possible.
- 9) In cases where a complaint of harassment is under investigation, the individual has the right to request through the Executive Director, to discontinue contact with the alleged harasser without penalty, pending the outcome of such investigation in accordance with the provisions of this clause. Such request shall not be unreasonably withheld.

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

- 10) Any employee who, as a result of a full investigation is determined to be in violation of this clause may be subject to disciplinary action.
 - 11) No employee shall be subject to reprisal, threat of reprisal, or discipline as a result of filing a valid harassment complaint.
 - 12) In order to safeguard employees against the effects of malicious allegations of harassment, or vindictive complaints, individuals found guilty of such activities may be subject to disciplinary action.
- 4.03 The complainant may elect to be present with a Union Representative at any meeting where the Employer is taking disciplinary action against the harasser.
 - 4.04 Where the Employer fails to take appropriate disciplinary action the complaint shall be eligible to be processed as a grievance.
 - 4.05 No Barrier to Employment Equity

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

ARTICLE 5 – UNION MEMBERSHIP REQUIREMENT

- 5.01 Within one (1) week of the signing of this Agreement, all employees of the Employer shall 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 shall become members in good standing of the Union within thirty (30) days of employment. No employee shall be required to resign if expelled by the Union and the provisions of *The Labour Relations Act of Manitoba* shall apply in the case of “conscientious objectors”.

ARTICLE 6 – CHECKOFF 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 hold the Employer harmless with respect to deductions made and remitted on behalf of the Union and with respect to any liability which the Employer may incur as a result of such deductions.

- 6.02 Deductions shall be made from each payroll and shall be forwarded to the Secretary-Treasurer of the Union not later than the fifth day of the month following the month in

which the dues were deducted, accompanied by a list of names, 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)**, and the amount of such deductions.

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 changes shall occur no more frequently than twice per 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 shall introduce the new employee to his/her Union Steward or Representative. The Steward or Representative will provide him/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 maximum of thirty (30) minutes during the first month of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the Employer and the Union.

ARTICLE 8 – CORRESPONDENCE

- 8.01 All correspondence between the Parties, arising out of this Agreement or incidental thereto, shall pass to and from the Employer or its representative and the Secretary of the Union. A copy of any correspondence between the Employer, or his/her designate and any employee in the bargaining unit, pertaining to the interpretation, administration, or application of any part of this Agreement shall be forwarded to the Secretary of the Union or his/her designate. The Employer shall recognize only those representatives,

stewards and officials whose names were last forwarded in writing to the Employer.
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 COMMITTEE

9.01 A Labour-Management Committee shall be established 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 Chairperson of the Meeting

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

9.03 Jurisdiction of Committee

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

2) 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.

3) The Committee shall have the power only to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

4) 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 The Committee shall meet a minimum of four times a year at a mutually agreeable time and place. Employees shall not suffer any loss of pay for time spent with this Committee.

9.05 A person is designated at each meeting to record the minutes and a copy of the minutes, after being approved at the next labour management committee meeting, will be made available to all Committee members and to all staff.

- 9.06 The Committee has the right to go “in-camera” for issues of confidentiality.
- 9.07 The quorum for all meetings is a majority of the Committee.

ARTICLE 10 – LABOUR MANAGEMENT BARGAINING RELATIONS

10.01 Representatives

The Employer shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit in any manner that violates the terms of this agreement. No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the spokesperson. In order that this may be carried out, the Union will supply the Employer with the names of its officers. Likewise, the Employer shall supply the Union with a list of its supervisory personnel with whom the Union may be required to transact business.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed and consist of not more than **two (2)** members of the Union. The Union will advise the Employer of the Union members of the Committee.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining and other working conditions as contained in this agreement, shall be referred by the Parties for discussion and settlement.

10.04 Meeting of Committee

In the event either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

10.05 Time Off for Meeting

Any representative of the Union or the Bargaining Committee who is in the employ of the Employer shall have the right to attend bargaining committee meetings held within working hours without loss of remuneration.

10.06 Technical Information

Within thirty (30) days of a request by the Union, the Employer shall make available to the Union any information required by the Union such as budgets and financial

statements, job descriptions, postings in the bargaining unit, job classifications, wage rates, a breakdown of point ratings in job evaluation, financial and actuarial information pertaining to pension and welfare plans and all other technical information and reports, records, studies, surveys, manuals, directives or documents required for collective bargaining purposes.

10.07 Union Office

In order that the Union can properly represent the employees in labour management relations, the Employer shall provide the Union with reasonable office accommodation on the premises.

ARTICLE 11 – RESOLUTIONS AND REPORTS OF THE EMPLOYER

11.01 Copies of Resolutions

Copies of all motions, resolutions and bylaws or rules and regulations adopted by the Board which affect the members of this Union are to:

- 1) be forwarded to the Union; and
- 2) be posted on all bulletin boards.

A copy of the minutes of the Board shall be mailed to the Secretary of the Union and the CUPE Representative.

ARTICLE 12 – PROBLEM SOLVING AND GRIEVANCE PROCEDURE

12.01 The purpose of this Article is to establish procedures for discussing, processing and settling of grievances as defined in this Article.

12.02 The word “Grievance” as used throughout this Article shall mean complaint involving any matter relating to wages, hours of work, other terms or conditions of employment, or any other working condition of a member of the staff, and shall include, without restricting the generality of the foregoing, any difference between the Parties relating to the meaning, interpretation, application, or alleged violation of this agreement, or any part hereof.

All grievances must be submitted in the manner hereinafter provided within fifteen (15) calendar days of the event in question or from the time an employee should reasonably have known of the occurrence of the event upon which the grievance is based or consequences thereof.

12.03 It is always preferable that employee-employer differences be resolved directly between the employee and her/his supervisor. Where that is not possible, the problem solving and grievance procedure is intended to provide a process of resolution that is positive and constructive. The problem solving and grievance procedure outlined hereafter is an extension of that process, and is intended to resolve differences in an expeditious manner so far as possible. In keeping with that intent, the Parties agree to disclose and exchange all particulars and information, excluding internal privileged documents, respecting the matters of the issue, throughout the process and at all times as early as reasonably possible to promote settlement at the earliest possible stage.

12.04 Step 1 – Problem Solving

An employee who believes she/he has an issue shall take the matter up with their supervisor. The employee shall be advised by the supervisor to consult her or his Union representative prior to initiating formal problem-solving discussions with the supervisor. The supervisor shall approach the resolution of the issue in a problem-solving manner. For that purpose, any discussions and/or resolution of the issue at this stage will be “without prejudice” to either party and will not be used and/or relied on by the Parties at subsequent steps of the grievance process and/or at other grievance proceedings between the Union and the Organization. To that end, the supervisor shall consult as she/he deems necessary and shall render a decision within five (5) working days of such consultation.

12.05 Step 2 – Grievance Procedure

Failing satisfactory settlement in Step 1, the Grievance Committee of the Union or a staff representative of the Union shall, within fifteen (15) working days from the date the decision was rendered by the supervisor, submit to the **Executive Director** a written statement of the particulars of the grievance and redress sought with a copy to the Executive Director.

The **Executive Director** or her/his designate shall render a decision, in writing, with reasons, within fifteen (15) working days after receiving the grievance.

It is agreed by the Union and the Organization that written reasons are provided by the **Executive Director** or her/his designate for purposes of resolving grievances and are provided on a “without prejudice” basis.

12.06 Policy Grievance

The Union may originate a policy grievance on behalf of an employee or a group of employees, with respect to any matter of dispute which affects the general membership of the Union, and to seek adjustment with the organization in the manner provided in the grievance procedure. Such a grievance shall commence at Step 2 of the grievance procedure before the Executive Committee of SERC.

- 12.07 The Parties agree, for purposes of expediting the final resolution of grievances, that they may rely on the following procedures or on the expedited arbitration provisions of *The Labour Relations Act*:

Arbitration

- (a) Failing satisfactory settlement of the grievance at Step 2, the Union shall expeditiously and within forty-five (45) working days from the date the decision of the **Executive Director** or his/her designate was received by the Union, refer the grievance to arbitration.
- (b) Where arbitration is proceeded with, in accordance with this Article, the arbitrator will be appointed on a rotating basis from a list of five mutually agreed-to arbitrators, which list of arbitrators is attached to the Collective Agreement as Appendix 1.
- (c) The list of arbitrators is to be maintained and utilized as follows:
 - i) annually, any substitutions that are required will be made by mutual agreement of the Parties no later than January 30th;
 - ii) unless the Parties agree otherwise, the arbitrator appointed to hear the grievance will be in accordance with the order of arbitrators on Appendix 1.
- (d) It is the intention of the Parties that in most instances legal counsel will not be used by the Union or the Organization at expedited arbitration. However, either the Union or the Organization may utilize counsel at arbitration upon providing the other party with written notice within ten (10) days of the Union informing the Organization of its intention to proceed to arbitration.
- (e) Notwithstanding the above, if either party indicates its' dissatisfaction with proceeding to arbitration as set out above, then the Parties must invoke a three-person Board using the process set out in Article 13 of the Agreement.
- (f) Notwithstanding anything else contained in this Article, where any matter is once submitted as a grievance by any one of the Union, an individual employee, or a group of employees in accordance with this Article, no second grievance may be submitted by any other of them in respect of a like matter within one year of the date of the occurrence giving rise to the grievance first submitted.
- (g) All meetings between representatives of the Union and the Executive Director pursuant to the provisions of this Article, or with respect to any matter involving the meaning, interpretation, application, administration or alleged violation of this agreement, or any part thereof, shall be held by appointment during working hours without loss of pay to the representatives involved.

ARTICLE 13 – BOARD OF ARBITRATION

- 13.01 In the event of any difference between the Parties relating to the meaning, interpretation, application or alleged violation of this agreement, or any part thereof, which the Parties are unable to settle to the satisfaction of both pursuant to the terms of Article 12 above, or in the event that a satisfactory settlement cannot be reached between the Parties with respect to any grievance in accordance with the terms of said Article 12 above, then either party may submit such difference or such grievance to a Board of Arbitration.
- 13.02 The Board of Arbitration shall consist of three (3) members who shall be appointed in the following manner:
- (i) the party submitting the matter to arbitration shall nominate its member to the Board within five (5) calendar days of its submission of the matter to arbitration;
 - (ii) the other party to the arbitration shall nominate its member to the Board within twenty-one (21) calendar days of the receipt of the name of the first party's nominee; and
 - (iii) the two members of the Board so nominated shall within fourteen (14) days of the nomination of the last of them, select a third member who shall be Chair of the Board.
- 13.03 If either party fails to appoint its member to the Board as provided above, or if any arbitrator so appointed shall fail to serve, or be unable to serve, and another arbitrator is not appointed in her/his place within the time limits herein before specified, then the other party to the arbitration proceedings may request the Manitoba Labour Board to select such arbitrator.
- 13.04 If the two arbitrators appointed as herein provided shall fail to agree upon the appointment of a Chair of the Board within the time limits hereinbefore specified, then either of the said two arbitrators may request the Manitoba Labour Board to select such Chair.
- 13.05 The Parties may at any time agree to extend or abridge the time or times for the taking of any step or proceeding under this Article.
- 13.06 The Board of Arbitration shall have the power to require the attendance of witnesses and the production of documents upon the request of either party to the proceedings. Provided, however, that the Board of Arbitration shall not have the power to require the Parties, or any witness, to produce any documents which such party or witness could not be compelled to produce in a court of civil jurisdiction in the Province of Manitoba.
- 13.07 Any difference or grievance submitted to the Board of Arbitration pursuant to the provisions of this Article shall be decided by a majority affirmative vote of the said Arbitrators, provided, however, that if the arbitrators are unable to reach a unanimous or

majority decision, then the decision of the Chair of the Board of Arbitration shall be the decision of the said Board. The decision of the Board of Arbitration made pursuant hereto shall be final and binding on all Parties to this Agreement.

- 13.08 Where the proceedings before the Board of Arbitration relate to the suspension, dismissal or discharge of an employee and the Board of Arbitration determines that such suspension, dismissal or discharge is unjust, or contrary to the terms of this Agreement, the Board of Arbitration shall have the power to require that such employee be immediately reinstated to her/his former position, without loss of seniority or any other benefits whatsoever, and shall have the further power to require that such employee be compensated for all time lost in an amount equal to her/his normal earnings during the period she/he was under such suspension, dismissal or discharge, or such alternative remedy as the Board of Arbitration deems just and equitable under all the circumstances.
- 13.09 Where an employee has been subjected to any penalty by the Organization for any alleged act or omission and the Board of Arbitration decides that some penalty is justified, but that the penalty imposed by the Organization is too severe, the Board of Arbitration shall have the power to rescind or vary any such penalty.
- 13.10 The expenses and compensation of the arbitrators selected by the Parties shall be borne by the respective Parties, and the expenses and compensation of the Chair of the Board of Arbitration shall be borne equally between the Parties.
- 13.11 Alternatively the Parties may agree to select a single arbitrator and the foregoing provisions shall apply "mutatis mutandis".
- 13.12 The sole arbitrator or Arbitration Board shall determine his/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.
- 13.13 The decision of the sole arbitrator or Arbitration Board shall be final and binding and enforceable on all Parties and may not be changed.
- 13.14 Disagreement on Decision
- Within seven (7) calendar days following receipt of the award, should the Parties disagree as to the meaning of the decision of the Board or the sole arbitrator either Party may apply to the Chairperson of the Board of Arbitration or sole arbitrator to reconvene. Within seven (7) calendar days the sole arbitrator or Board of Arbitration shall reconvene to clarify the decision.
- 13.15 Nothing in this Agreement shall preclude settlement of a grievance by mutual agreement in any manner whatsoever, without prejudice to their respective positions.

- 13.16 The time limits in the arbitration procedure may be extended by consent of the Parties. The time limits in this Agreement are not mandatory but merely discretionary.

ARTICLE 14 – DISCIPLINE AND ACCESS TO PERSONNEL FILE

- 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 (Type of Seniority Unit)

Seniority is determined as length of service in the bargaining unit since the date of hire and shall include service with the Employer prior to the certification or recognition of the Union.

15.02 Seniority List

- (a) The Employer shall maintain a seniority list showing the current classification and the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, preference shall be in accordance with the date of application. An up to date seniority list shall be sent to the Union **Representation by no later than March 1st of each calendar 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 Probation for Newly Hired Employees

An employee shall be on probation only for the first one hundred twenty (120) calendar days of his/her employment. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement except with respect to discharge. After completion of the probationary period, seniority shall be effective from the original date of employment. An extension of an additional ninety (90) days can be requested by the Employer at least fifteen (15) days prior to the end of the original one hundred and twenty (120) days and is subject to the approval of the Union.

15.04 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the Employer.

An employee shall only lose his/her seniority in the event:

- 1) He/she is discharged for just cause and is not reinstated.
- 2) He/she resigns in writing and does not withdraw the resignation within two (2) days.
- 3) He/she fails to return to work within fifteen (15) working days following a layoff and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current Employer reasonable notice of termination to accept the recall.
- 4) He/she is laid off for a period of longer than twenty-four (24) months.

15.05 Seniority shall continue to accumulate while an employee:

- (a) is on maternity or parental leave;
- (b) is on any period of paid income protection;
- (c) is on paid vacation;
- (d) is on a period of long term disability claim;
- (e) is on any period of Workers' Compensation benefits;
- (f) any period of unpaid leave of absence approved by the Employer.

ARTICLE 16 – PROMOTIONS AND STAFF CHANGES

16.01 Job Postings

When a new position is created, or when **an existing position becomes available**, the Employer shall immediately notify the Union in writing. The Employer will post the new position or vacancy internally within thirty (30) days of the vacancy. This time frame can be extended with the consent of the Employer and Union. Such internal posting(s) will be for one (1) week.

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

16.02 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shift, hours of work, wage or salary rate, or range. Such qualifications and requirements shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

16.03 Role of Seniority in Promotions

Both Parties recognize:

- 1) the principle of job security within the service of the Employer;
- 2) that job opportunity should increase in proportion to length of service;
- 3) permanent or temporary employees who work part-time shall, in accordance with their seniority shall have first right to any additional hours of work that may be available for which they are qualified before any such hours are offered to any other persons.

Therefore, in making staff changes, or promotions, (including part-time to full-time status or temporary to permanent status) appointment shall be made of the applicant with the greatest seniority and having the required qualifications in accordance with Article 16.02. Appointments from within the bargaining unit shall be made within three (3) weeks of posting. The job shall be filled within one (1) week of appointment.

16.04 Trial Period

The successful internal applicant shall be notified within one (1) week following the end of the posting period. He/she shall be given a trial period of four (4) months, during which time he/she will receive the necessary orientation for the position. The Employer shall not curtail the trial period without just cause, before it has run its full course. Conditional on satisfactory service, the employee shall be declared permanent after the period of four (4) months. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to continue to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. It is understood that the purpose of the trial period is not to provide a period of training to enable the applicant to acquire the qualifications, knowledge and skill required of the position, but rather to provide a period of orientation and familiarization during which the Employer may determine the employee's suitability for the position. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to his/her former position, wage, or salary rate, without loss of seniority.

16.05 Notification to Employee and Union

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

- 16.06** The time limits may be extended by consent of the Parties. The time limits are not mandatory but merely discretionary.

ARTICLE 17 – LAYOFFS AND RECALLS

17.01 Definition of Layoff

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

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

Any employee who is laid-off as defined in Article 17.01 will be allowed to bump any employee with less seniority within the bargaining unit, provided the employee has the qualifications to perform the position that they are bumping into. The employee who is laid off shall advise the Employer within fifteen (15) days of receiving the layoff notice of their intention to bump. The bumped employee shall receive notice in accordance with provision 17.06.

- 17.03** To the extent that layoffs may occur, the Parties agree to meet as far in advance as possible to plan for resultant change.

17.04 Recall Procedure

Employees shall be recalled in the order of their seniority.

17.05 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall.

17.06 Advance Notice of Layoff

Unless legislation is more favourable to the employees, the Employer shall notify employees who are to be laid off thirty (30) calendar days prior to the effective date of

layoff. If the employee has not had the opportunity to work the days as provided in this Article, he/she shall be paid for the days for which work was not made available.

17.07 Grievance on Layoffs and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

17.08 Leave to Attend to Personnel Matters

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

ARTICLE 18 – HOURS OF WORK

18.01 Flex-Time

A “flex-time” approach to daily work is recognized by the Employer and the Union. As necessary to complete their tasks while allowing flexibility, Employees may establish flexible work hours, which are to be recorded in a format designated and approved by the Employer. Where Employee duties are scheduled outside of the normal working day and do not exceed the average of seven (7) hours per day, thirty-five (35) hours per week within five (5) consecutive days, this shall be called flex-time and constitutes normal work time.

18.02 In those circumstances where part-time administrative staff are called in to work on days not normally scheduled, they will be compensated at straight time pay.

18.03 Flex-Time vs. Overtime

Every employee of SERC has contracted to work some agreed upon number of hours for the Agency in a given week. Each employee, with supervisor approval, has the option of “flexing or adjusting” when they work these agreed upon hours.

Three conditions need to be considered in determining that hours’ worked are “flex-time”:

- 1) Employee has obtained supervisor approval;
- 2) Employee work is their choice and not required by the Agency; and,
- 3) The compensation is at straight time so nothing is recorded on the employee’s overtime sheet.

e.g. If the employee wants to work on a Saturday morning because the Agency is closed and he/she can get more work done without the interruptions, the employee is “flexing” his/her time, not working overtime. It is expected that the employee will take back those

straight time hours at a time within their thirty-five (35) hour work week that is acceptable to both the employee and his/her supervisor.

ARTICLE 19 – OVERTIME

All overtime shall be compensated with compensatory time off at overtime rates.

19.01 Overtime Defined

All time worked before or after the employee's regular workday or on an employee's regular day off, or on a statutory holiday shall be considered overtime.

Overtime is counted as those hours (or parts of an hour) that an employee is required and authorized by their supervisor to work in excess of seven (7) hours a day or thirty-five (35) hours a week.

e.g. If an employee's supervisor requires his/her to stay on the job for an hour after he/she has worked seven (7) hours – this is overtime and should be recorded on the employee's overtime sheet.

Or, the employee works his/her thirty-five (35) hour week and is asked to attend a volunteer meeting on Saturday morning. This is overtime because it puts the employee's hours worked in excess of the thirty-five (35) hours mandated by law. If the employee's supervisor schedules the employee's hours so that the Saturday morning falls within the thirty-five (35) hour work agreement, then it is not overtime. (If the employee and his/her supervisor agree that the employee will not work Friday afternoon but will work Saturday morning, the employee is working thirty-five (35) hours and thus is not to record the Saturday morning time as overtime.)

19.02 Overtime Rates of Pay

Time and one half will be paid for hours over the regular working time in one day until 11:00 p.m.

Double time will be paid for hours worked between 11:00 p.m. and 7:00 a.m.

19.03 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.

19.04 Accrual Limits

To ensure that the Organization maintains a reasonable liability in this regard, it is expected that individual accrual of overtime will be limited to seventy (70) hours. Exceptions to this limit may be allowed with the written permission of the Executive Director.

- 19.05 Should an employee consistently log an excess of seventy (70) hours of overtime, then a reassessment of job duties will be undertaken to determine what needs to be done to get the job done.

19.06 Overtime and Part-time Employees

If you are a part-time employee (less than thirty-five (35) hours a week), your scheduled hours should never exceed the thirty-five (35) hours a week overtime criterion. However, it is possible to exceed the seven (7) hours a day criterion.

e.g. Part-time employees required and authorized to work nine (9) hours, on a scheduled workday, record two (2) hours of overtime. If they are required and authorized to come in for an extra seven (7) hour day, that time is recorded as straight time and not overtime unless it exceeds the thirty-five (35) hours a week.

- 19.07 An employee shall **regularly** receive a statement in April and October of each year indicating overtime hours banked.

ARTICLE 20 – HOLIDAYS

- 20.01 The following Statutory holidays will be observed by all employees:

Canadian New Year's Day	Labour Day
Jour de Louis Riel Day	Thanksgiving Day
Good Friday	Remembrance Day
Victoria Day	Christmas Day
Canada Day (July 1 st)	

Each staff member may select three (3) additional non-statutory holidays from the following:

National Aboriginal Day (June 21 st)	Christmas Eve
August Civic Holiday	Ukrainian Christmas
Boxing Day	Chinese New Year
Vietnamese New Year	Cambodian New Year
Chinese Ancestor Day	Easter Monday
Chinese Mid Autumn Festival	International Women's Day
Yom Kippur	Vietnamese Ancestor Day
Rosh Hashanah	

20.02 Compensation for Work on a Statutory Holiday

An employee who is required to work on statutory holidays shall receive compensatory time off for any time worked at the rate of two to one, at a time mutually agreed upon by the employee and the Employer.

20.03 Compensation for Holidays Falling on Scheduled Day Off

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 21 – VACATIONS

21.01 Employees shall earn vacation on the following basis:

First (1st) and second (2nd) years of employment – one and one-fourth ($1\frac{1}{4}$) days per month (three [3] weeks per year).

Years three (3) through five (5) of employment – one and two thirds ($1\frac{2}{3}$) days per month (four [4] weeks per year).

In the sixth (6th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus one (1) day per year (twenty-one [21] days per year).

In the seventh (7th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus two (2) days per year (twenty-two [22] days per year).

In the eighth (8th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus three (3) days per year (twenty-three [23] days per year).

In the ninth (9th) year of employment – one and two-thirds ($1\frac{2}{3}$) days per month plus four (4) days per year (twenty-four [24] days per year).

In the tenth (10th) through nineteenth (19th) years of employment – two and one-twelfth ($2\frac{1}{12}$) days per month (five [5] weeks per year).

In the twentieth (20th) and subsequent years of employment - two and one-half ($2\frac{1}{2}$) days per month (six [6] weeks per year).

21.02 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 1st and ending March 31st.

Vacation schedules shall be posted by April 1st of each year and shall not be changed without the consent of the affected employees. The Employer shall advise employees regarding their application for scheduled vacation within one (1) week of receipt of the application.

The Employer and the employees agree that a "back-up" list will be developed for use in scheduling during vacation periods.

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 19.02.

21.03 Part-time employees shall accumulate vacation on a prorated basis.

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

21.05 Employees shall be granted a preference of vacation based on seniority.

21.06 Vacation Pay on Termination

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

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

21.08 Vacation earned in any vacation year is to be taken in the following calendar year. For clarification, an employee may not carry forward unused vacation unless actually agreed upon between the Employer and the employee.

Where an employee qualifies for sick leave during his or her period of vacation, there shall be no deduction from vacation credits for such absence where a Doctor's note is provided. The period of vacation so displaced shall either be added to the vacation period or reinstated for use at a later date, with the agreement of the Executive Director.

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

21.10 Long Service Recognition – Vacation

Effective April 1, 2009

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

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

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

ARTICLE 22 – SICK LEAVE

22.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under *The Workers Compensation Act*.

22.02 Amount of Paid Sick Leave

Sick leave shall be earned at the rate of one and one half (1½) days for every month an employee is employed.

22.03 Part-time employees shall accumulate paid sick leave on a prorated basis.

22.04 Accumulation of Sick Leave

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

22.05 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 22.11.

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.

22.06 Wellness Days

Two days per year may be deducted from an employee's sick leave allowance to be used for "wellness breaks". Such absences are not required to meet the standards for illness established elsewhere but sufficient notification is required.

22.07 Absences of Two (2) Hours or Less

No deductions for absences on account of illness or doctor's appointments will be made for periods of two (2) hours or less to a maximum of six (6) times a year.

22.08 Proof of Illness

An employee may be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that he/she was unable to carry out his/her duties due to illness.

22.09 Sick Leave During Leave of Absence and Layoff

When an employee is given paid leave of absence for any reason, he/she shall receive sick credit for the period of such absence on his/her return to work. When an employee is laid off on account of lack of work, he/she shall not receive sick leave credits for the period of such absence but shall retain his/her cumulative credit, if any, existing at the time of such layoff.

22.10 Sick Leave Records

Immediately after the close of each calendar year, the Employer shall advise each employee in writing of the amount of sick leave accrued to his/her credit.

22.11 80/20 Sick Bank

Subject to the provisions of 22.02 of each one and one-half (1½) days of income protection accumulated, one day shall be reserved exclusively for the employee's personal use as outlined in Article 22.01. The remaining one-quarter (¼) 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 22.05 or to offset the waiting period for EI benefits for maternity/parental leave as outlined in 23. The Employer shall maintain an up to date record of the balance of income protection credits reserved for each of these purposes.

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

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

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

- (ii) eighty percent (80%) of the balance will be reserved for the employee's personal use, and
- (iii) twenty percent (20%) of the balance will be reserved for either the employee's use as outlined in 22.01 or for use in the event of family illness in accordance with 22.05 or Article 23.

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

ARTICLE 23 – LEAVE OF ABSENCE

23.01 Leave of Absence for Union Functions

Upon agreement of the Employer, an employee elected or appointed to represent the Union at Conventions, committees or seminars shall be allowed leave of absence without pay, providing one (1) month's notice has been given and total time off for this purpose does not exceed five (5) workdays per year.

23.02 Leave of Absence for Full-Time Union or 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 his/her term of office.
- (c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without loss of seniority for a period of up to two (2) years. Such leave may be renewed biannually, by mutual consent of the Union and the Employer.

23.03 Paid Bereavement Leave

- (a) An employee shall be granted five (5) consecutive work days leave without loss of pay or benefits, in the case of the death of a spouse or individual with whom the employee has a common-law relationship and/or those for whom the employee has bereavement responsibilities.

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.

(b) Mourners' Leave

One (1) day leave shall be granted without loss of salary, wages, or benefits to attend as a pallbearer or mourner.

Additional leave may be granted upon application to the Employer.

23.04 Jury Duty

Any 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.

23.05 Maternity Leave

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

A) Plan "A"

- (a) The Agency shall grant maternity leave, without pay, to a female employee who has completed six (6) months' service with the Agency and who submits an application in writing to the Executive Director for a leave at least (4) four weeks before the day specified by her in the application as the day on which she intends to commence such leave; and who provides a certificate from a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.
- (b) The maternity leave shall consist of a period, not exceeding twenty (20) weeks if delivery occurs on or before the estimated date of delivery specified in the certificate mentioned above, or a period of twenty (20) weeks plus an additional period equal to the period between the date of delivery specified in certificate mentioned above and the actual date of delivery, if delivery occurs after the date mentioned in the certificate.
- (c) The maternity leave granted shall commence no earlier than fourteen (14) weeks preceding the estimated date of the delivery and shall terminate no later than twenty (20) weeks following the actual date of delivery.
- (d) The employee returning to work after maternity leave shall provide the Agency with at least two (2) weeks' notice prior to the date of returning to work.

B) Plan B

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

1. In order to qualify for Plan B, a pregnant employee must:
 - (a) have completed six (6) continuous months of employment with the Employer;
 - (b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - (c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - (d) provide the Employer with proof that she has applied for Employment Insurance benefits and that the **Human Resources and Skills Development Canada (HRSDC)** has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to the *Employment Insurance Act*.
2. An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
 - (a) she will return to work and remain in the employ of the Employer for at least six (6) months following her return to work, except that where an employee is the successful applicant for a part-time position which commences on the date of her return from Maternity Leave or at any time during the six (6) months following her return from Maternity Leave, she must remain in the employ of the Employer, and work the working hours remaining in the balance of the six (6) months of the full-time employment; and
 - (b) she will return to work on the date of the expiry of her Maternity Leave and where applicable, her Parental Leave, unless this date is modified by the Employer; and
 - (c) should she fail to return to work as provided under (a) and/or (b) above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.
3. An employee who qualifies is entitled to a maternity leave consisting of:
 - (a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate, as in Article 23.05 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 23.05 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 23.05, 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.

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

23.07 Parental Leave

- (a) The Agency will grant a leave of absence, without pay, not to exceed thirty-seven (37) continuous weeks to any employee who has completed six (6) months of service with the Agency for the purpose of actual care and custody of a child after becoming a natural or adoptive parent. The employee shall submit an application in writing to the Executive Director, stating the duration of leave requested for Parental Leave at least four (4) weeks before the day on which leave is intended to commence except in the case of an employee intending to take Maternity Leave in which case the employee shall submit their application for Parental Leave at the same time as their application for Maternity Leave.
- (b) Parental leave must commence no 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 custody of the employee. However, where an employee intends to take

Parental Leave in addition to Maternity Leave, the employee must commence the Parental Leave immediately on expiry of the Maternity Leave without a return to work after expiry of the Maternity Leave and before the commencement of the Parental Leave.

- (c) Parental Leave shall be considered unpaid Leave of Absence.
- (d) Sick Leave credits will not accrue for any period of time the employee is absent on Parental Leave.
- (e) The employee returning to work after Parental Leave shall provide the Agency with at least (4) four weeks' notice in writing prior to the date of returning to work except in the case of an employee taking more than seventeen (17) weeks Parental Leave, in which case at least eight (8) weeks' notice in writing shall be required.

23.08 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.

23.09 General Leave

An employee may, subject to the approval of the Employer, be granted leave of up to one (1) year without pay and without loss of seniority for the purpose of pursuing personal goals, training or travel. Such request shall be in writing. General Leave under this agreement shall be considered as an unpaid leave of absence.

23.10 Educational Leave

An education leave of up to two (2) years, without pay, may be granted to an employee for purposes of enhancing their professional skills/training/education. This education leave could include taking another paid position wherein there is a clear enhancement of professional skills that would benefit SERC as determined by the Employer. Employees would be eligible for educational leave after completing one year with the Agency. Written notices requesting approval of such leave must be given to the Executive Director at least three (3) months prior to the date of requested leave. Intent to return must be verified in writing at least three (3) months prior to planned return date. Such leave shall be withheld only in those circumstances where granting the leave would impair the ability of the Employer to fulfil its mandate. Educational Leave under this agreement shall be considered as an unpaid leave of absence.

23.11 Return to Same Position

All employees granted leave of absence as noted in Articles 23.01 to 23.10 inclusive shall return to the same or comparable position they occupied at the start of the leave at the same rate of pay if such a position exists.

- 23.12 (i) Any employee who is on Maternity Leave shall receive full payment of employee benefits as per Article 25.
- (ii) Any employee who is on an unpaid leave of absence shall be entitled to full benefit coverage as per Article 25 provided that they are willing to pay the full costs of such benefits.
- (iii) Benefits while on approved educational leave will be shared 50/50 provided the employee has no coverage by an outside insurer, and provided the employee agrees, in writing, to return to work following the educational leave for a period of time equivalent to the duration of the education leave.

Note: In order to be eligible for 23.12 (iii) the employee must provide, in writing, a commitment to the Employer that they will be returning to work after the educational leave.

23.13 Additional Time Off

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

23.14 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 15.05 (f). (unpaid leaves)
- (h) Subject to the provisions of 22.11, 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 23.03.

ARTICLE 24 – JOB CLASSIFICATION/RECLASSIFICATION

24.01 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. Any changes or modifications suggested by the Union will be given full consideration by the Employer.

24.02 Changes in Classifications

When the Employer establishes or proposes to establish a new classification, or if there is a substantial change in the job content of an existing classification falling within the bargaining unit, the Union shall be notified and within thirty (30) days the Parties shall commence negotiations for the appropriate salary range. Any dispute as to whether a new or revised classification falls within the bargaining unit may be referred to the Labour Board for determination. The application of this clause shall not be deemed to constitute the reopening of this Agreement.

24.03 Changes to Existing Job Descriptions

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

ARTICLE 25 – EMPLOYEE BENEFITS

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

The details of each plan are as determined by the trustees of the above noted plans and identified in the respective plan texts and HEB Manitoba rules and regulations.

- 25.02 The Parties shall participate in the **HEB Manitoba** Pension Plan as described in the plan text.

25.03 Extended Health Care Plan / Health Spending Account (HSA)

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

1) Extended Health Care Plan:

- April 1, 2009: All employees who are enrolled or become enrolled in accordance with the options set out below will be in the **HEB Manitoba** “Enhanced” Extended Health Care Plan.
- Effective April 1, 2009, the “Enhanced” Plan premiums will be paid 50% by the Employer and 50% by the employee.

- There will be a three (3) month enrolment period of January 1, 2009 to March 31, 2009, to allow employees currently participating in the “Basic” Plan to either opt into the “Enhanced” Plan or to opt out of Plan coverage altogether.
- Employees not previously in the Plan may revisit their status and either opt into the “Enhanced” Plan provided they are eligible in accordance with their category of employment or remain out.
- Employees currently in the “Enhanced” Plan must remain in the “Enhanced” Plan.
- New employees hired on or after April 1, 2009, will, as a condition of employment, be required to participate in the “Enhanced” Plan subject to plan text enrolment requirements unless they are eligible to waive participation in accordance with the plan text.
- Any other enrolment changes will be as per the **HEB Manitoba** Plan text.

2) Health Spending Account (HSA):

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

- The annual HSA benefit amounts shall be:

April 1, 2010: \$250 for full-time employees*
 \$125 for part-time employees

April 1, 2011: \$500 for full-time employees*
 \$250 for part-time employees

*For the purpose of the HSA, an employee is deemed to qualify for the full-time benefit if she/he has been paid for a minimum of 1,500 hours in the previous calendar year. Hours paid at overtime rates do not count in the annual determination of whether an employee qualifies for the full-time benefit.

- A “year” or “the annual HSA benefit” is defined as the calendar year – January 1st to December 31st.
- In order to be eligible for the HSA an employee must be enrolled in the “Enhanced” Extended Health Care Plan.

- New employees hired on or after April 1, 2010, who become enrolled in the “Enhanced” Extended Health Care Plan will commence HSA coverage following one (1) year participation in the “Enhanced” Extended Health Care Plan.
- Unutilized HSA monies are not carried over to the subsequent year.

25.04 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.

25.05 Retirement Bonus

Employees retiring in accordance with the following:

- (i) retire at age sixty-five (65) years; or
- (ii) retire after age sixty-five (65) years; or
- (iii) have completed at least ten (10) years continuous employment and retire after age fifty-five (55) years but before age sixty-five (65) years; or
- (iv) Employees who have completed at least ten (10) years continuous service with the Employer, whose age plus years of service equal eighty (80);

shall be granted retirement bonus on the basis of four (4) days per year of employment calculated in accordance with 25.02.

- 25.06** Calculation of retirement bonus 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. Calculated as follows:

$$\frac{\text{Total Seniority on Date of Retirement}}{\text{Full-time Hours}} \times 4 \text{ days}$$

- 25.07** 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 payment.

- (i) For employees retiring under the Civil Service Superannuation plan, in accordance with the provisions of the plan, payment shall be made in a lump sum and the retirement date shall be the last day worked.

25.08 Permanent employees who terminate employment at any time due to permanent disability shall be granted pre-retirement leave, payable in a lump sum, on the basis of four (4) days per year of employment and in accordance with the calculation methods prescribed in this collective agreement.

ARTICLE 26 – TERMINATIONS

26.01 An employee may terminate his/her employment with SERC by giving **two (2)** weeks' written notice.

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

- (a) by mutual agreement between the Employer and the employee or,
- (b) in the event an employee is dismissed for sufficient cause to justify lesser or no notice.

26.03 The Employer will make available, within five (5) working days after termination, all amounts due to the employee, including unpaid wages and pay in lieu of unused vacation entitlement.

ARTICLE 27 – STAFF DEVELOPMENT

27.01 Bulletin Boards

The Employer shall provide at least one (1) bulletin board which shall be placed so that all employees will have access to it (them) upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

27.02 Security

Employer agrees to make every reasonable effort to ensure that employees not work alone in a building. The Employer agrees to ensure that reasonable arrangements are made to provide for the security and safety of all employees.

No employee shall be required to contact/visit any person if the employee has reason to believe such visit would pose a threat to his/her safety. No employee shall be subject to disciplinary action for reason of such refusal.

The Employer will jointly develop, with the Union, a policy for "working alone".

- 27.03 (a) The Employer shall commit yearly amount for agency staff development needs. Funds shall be used to enhance work-related staff skills. Disbursements of funds shall be by the discretion of the Employer in consultation with the Labour/ Management Committee.
- (b) The Employer will provide each employee two (2) days' paid leave of absence per year, prorated for part-time employees, for the purposes of professional development. This leave will be granted upon written request to the Executive Director, respecting the smooth operations of the Agency.

27.04 Monetary Gifts

Monetary gifts or items of value in excess of \$25.00 received by employees from clients will be put into a fund to be used by the worker/community for programming use.

- 27.05 The Organization agrees that all compensation for speaking engagements, which are done on behalf of the Organization, will be directed to the Organization or the Executive Director as principal representative of the Organization.

ARTICLE 28 – OTHER BENEFITS

28.01 Indemnification

The Employer shall indemnify and save harmless all employees from any damages or costs awarded against them and from any expenses incurred by them as a result of any civil action or proceeding, arising from any acts or omissions which occurred during or arose out of the performance of their duties, including a duty imposed by any statute. This indemnification shall include the paying of any sum required and any expenses incurred in the settlement of such action or proceeding.

- 28.02 The Employer shall reimburse an employee for reasonable expenses incurred if criminal proceedings arise from any acts or omissions which occurred during or arose out of the performance of his/her duties, including a duty imposed by statute, provided the employee is not convicted of the criminal offence.

ARTICLE 29 – TECHNOLOGICAL CHANGE

In the matter of technological change, the Employer agrees that wherever possible and consistent with the needs of the agency, the concerns of the employees will be accommodated.

- 29.01 Technological change shall mean the introduction by an Employer into his/her work, undertaking or business of equipment or material of a different nature or kind than that previously used by him/her in the operation of the work, undertaking or business, and a

change in the manner in which the Employer carries on the work, undertaking or business that is directly related to the introduction of that equipment or material.

29.02 In the event of a technological change which will displace or affect the classification of employees in the bargaining unit the Employer agrees in principle to implement the following whenever possible:

- (a) The Employer shall notify the Union at least one hundred and twenty (120) days before the introduction of any technological change with a detailed description of the project it intends to carry out disclosing all foreseeable effects and repercussions on employees.
- (b) The negotiation of the effects of technological change will take place not later than ninety (90) days prior to the intended date of implementation.
- (c) 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 the Parties to arbitration as provided for under the terms of the Agreement.

29.03 Employer agrees to take reasonable measures to ensure that no full-time or part-time employees with more than three (3) years' service shall be dismissed or have his/her regular hours reduced by the Employer solely because of technological change.

29.04 An employee whose job is changed or who is displaced from his/her job solely by virtue of technological change will suffer no reduction in normal hourly wage rates.

29.05 Where new or greater skills are required than are already possessed by affected employees under the present methods of operation, such employees shall, at the expense of the Employer, be given a training period during which they may acquire the skills necessitated by the new method of operation.

There shall be no reduction in the hourly wage rates during the training period of any such employee and no reduction in the hourly wage rate upon being reclassified in the new position.

ARTICLE 30 – PAYMENT OF WAGES AND ALLOWANCES

30.01 The Employer shall pay salaries and wages biweekly in accordance with Schedule "A" attached hereto and forming part of this agreement. On each payday each employee shall be provided with an itemized statement of his or her wages.

30.02 Rate of Pay Changes

When an employee is appointed to a higher classification, such employee shall be placed in an incremental level in his/her new classification, which will provide an immediate

increase of salary. The date of appointment to the new classification shall become the anniversary date for salary progression.

30.03 Payment on Transfer to Lower Rated Job

- (a) When an employee is temporarily assigned to a position paying a lower rate, his/her rate shall not be reduced. Any such temporary assignment shall not exceed six (6) months' duration.
- (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.**

30.04 Vacation Pay

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

30.05 Expenses

(a) Mileage

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

(b) 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.

30.06 Termination of Employment

Employment may be terminated by either Party upon two (2) weeks' notice to the other.

Where lesser or no notice is given by the Employer payment in lieu of notice shall be given except in cases of discharge for cause.

30.07 Anniversary Dates

The anniversary date for increment will be the actual date of employment or the date at which the employee is reassigned at a higher level, pursuant to Article 30.02.

30.08 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.

30.09 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.

ARTICLE 31 – PRESENT CONDITIONS AND BENEFITS

31.01 Present Conditions to Continue

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

31.02 Continuation of Acquired Rights

All provisions of this agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or disallow any portion of this agreement, the entire agreement shall not be invalidated and the existing rights, privileges and obligations of the Parties shall remain in existence. In such an event this agreement shall be re-opened for negotiation. If there is no agreement between the Parties on these issues, the matter shall be resolved by arbitration.

31.03 Amalgamation, Regionalization and Merger Protection

In the event the Employer merges or amalgamates with any other body, the Employer agrees to undertake reasonable efforts to ensure that:

- 1) Employees shall be credited with all seniority rights with the new Employer;
- 2) All service credits relating to vacation with pay, sick leave credits, and other benefits shall be recognized by the new Employer;
- 3) All work and services presently performed by members of the Canadian Union of Public Employees shall continue to be performed by CUPE members with the new Employer;
- 4) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employers;
- 5) No employee shall suffer a loss of employment as a result of a merger;
- 6) Preference in location of employment in the merged organization shall be on the basis of seniority.

31.04 Portability of Service

When an employee of the Employer transfers to another Employer within the Province, the Employer shall place with the new Employer the pension, sick leave and other service credits standing to the credit of the employee, where applicable. A new employee who previously worked for another Employer within the province and was a member of the Canadian Union of Public Employees shall be credited with the pension, sick leave, vacation and other credits transferred by the previous Employer.

ARTICLE 32 – APPOINTMENTS TO THE BOARD OF DIRECTORS

The Parties agree that:

- 32.01 Employees of the Employer who are members of the bargaining unit shall elect one (1) of their number to serve on the board of directors and one (1) of their number to serve as alternate with full rights and privileges of one voting member. Nomination and election of members shall be concluded at the Agency's Annual Meeting each year.
- 32.02 Employee members of the Board of Directors of SERC who are members of CUPE Local 2348 shall not take part in matters relating to collective bargaining at meetings of the Board and shall absent themselves from such discussions when they arise at meetings of the Board of Directors. It is also acknowledged that the Board has the right to go "in camera" for confidential issues and issues they deem appropriate.
- 32.03 Employees of the Employer who are members of the bargaining unit shall elect one (1) of their members to serve on the hiring committee for the Executive Director's position with full rights and privileges of one voting member, and one (1) of their members to serve as alternate. Nomination and election of members shall be concluded in a timely manner.

ARTICLE 33 – JOB SECURITY

- 33.01 The Employer agrees that there shall be no contracting out of jobs, in whole or in part, presently held by members of the bargaining unit during the life of the Agreement. Where temporary grant employees are hired to do similar tasks, these tasks are not deemed as replacing those of the current members but rather as additional to those of the current full-time employee.
- 33.02 The Employer shall provide wages and conditions of employment, which are at least equal to the terms of this Agreement for all work, which is contracted out.
- 33.03 The provisions of this article do not prohibit the Employer from meeting the requirements of granting agencies in applying for temporary grant monies and positions.

ARTICLE 34 – WELLNESS AND WORKPLACE SAFETY

34.01 Cooperation on Safety

The Union and the Employer shall cooperate in promoting and improving rules and practices in regard to Wellness and Workplace Safety.

There shall be no discrimination, no penalty, no intimidation, and no coercion when employees comply with this Wellness and Workplace Safety article.

34.02 Compliance with Health and Safety Legislation

The Employer shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations. All standards established under the legislation and regulations shall constitute minimum acceptable practice to be improved upon by agreement of the Labour Management Committee or negotiations with the Union.

34.03 Collective Bargaining

Should the Employer fail to implement the recommendations of the Committee, they shall become the subject of collective bargaining.

34.04 Time Off for Health and Safety Training

Union members of the Labour Management Committee shall be entitled to time off from work with no loss of seniority or earnings to attend educational courses and seminars sponsored by government agencies or the Union for instruction and upgrading on wellness and workplace safety matters.

34.05 Health and Safety Committee Pay Provisions

Time spent by members of the Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

34.06 Health and Safety Clothing, Tools, Equipment and Protection

The Employer shall provide all employees working in any unsanitary or potentially hazardous jobs with all the necessary tools, protective equipment and clothing required. These shall be maintained and replaced, where necessary, at the Employer's expense. It is recognized that such protective equipment and clothing are temporary measures. The conditions necessitating their use shall be subjected to further corrective measures through engineering changes or the elimination of the hazard.

34.07 Disclosure of Information

The Employer shall provide the Union written information, which identifies all the biological agents, compounds, substances, by-products, and physical hazards associated with the work environment. Where applicable, this information shall include, but not be restricted to, the chemical breakdown of trade name descriptions, information on known and suspected potential hazards, the maximum concentration exposure levels, precautions to be taken, symptoms, medical treatment and antidotes.

34.08 Proof of Safe Substances

No substance shall be introduced into the worksite that has not been thoroughly tested as to its potential health effects upon any person who is exposed to it. The Employer shall

provide the members of the Labour Management Committee with documented proof that the use of the substance will not cause any adverse health effects. Members of the Committee shall have the right to veto such use.

34.09 Safety and Health Reports, Records and Data

The Employer shall provide the members of the Labour Management Committee with the details of every accident, incident, or occurrence of an occupational disease that occurred at the worksite in the previous month. In addition, the Employer shall provide members of the Committee with any other health and safety records in the possession of the Employer, including records, reports and data provided to and by the Workers Compensation Board and other government departments and agencies.

34.10 Access to the Workplace

Members of the Labour Management Committee shall at any time have access to the worksite in regards to wellness and workplace safety issues. No restriction shall be placed on this inspection.

In the event of an accident, an incident, or an occupational health problem, a union member of the Labour Management Committee shall be allowed to complete an investigation of the occurrence.

Union staff or Union health and safety advisors or consultants shall be provided access to the workplace if required to attend Labour Management Committee meetings, or for inspecting, investigating, surveying, or monitoring the workplace.

34.11 Right to Refuse or Stop Unsafe Work

An employee shall have the right to stop any work considered unsafe or hazardous.

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where he/she or a member of the Labour Management Committee believes that it would be unsafe or unhealthy to himself/herself, an unborn child, a workmate, or the public, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job which another worker has refused until the matter is investigated by the Labour Management Committee and satisfactorily settled.

34.12 Proper Training

No employee shall be required to work on any job or operate any piece of equipment until he/she has received proper training and instructions.

34.13 Injury Pay Provisions

An employee who is injured or made sick during working hours, and is required to leave for treatment or is sent home as a result of such injury or sickness shall receive payment for the remainder of the shift at his/her regular rate of pay, without deduction from sick leave, unless a doctor or nurse states that the employee is fit for further work on that shift. An employee who has received payment under this section shall receive pay for time necessarily spent for further medical treatment of the injury during regularly scheduled working hours, subsequent to the day of the accident.

34.14 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of a work accident shall be at the expense of the Employer.

34.15 Health and Safety Grievance

Where a dispute involving a question of general application or interpretation of this Article occurs, it shall be subject to the grievance procedure and steps 1, 2 and 3 of the grievance may be bypassed.

34.16 CPR Training

The Employer will make available to a sufficient number of employees the opportunity to attend a properly-accredited Cardio-Pulmonary Resuscitation (CPR) Course. Time spent attending this course will be considered as time worked, and the Employer will assume all costs, if any, of this course.

34.17 First Aid Kits

A first aid kit shall be supplied by the Employer to each office. Contents shall be reviewed and maintained quarterly by the Employer.

ARTICLE 35 – WORKERS COMPENSATION BOARD

35.01 The Employer agrees to provide Workers' Compensation coverage to all employees covered by the Collective Agreement.

35.02 Employees shall be entitled to utilize accumulated sick leave credits during any period prior to the adjudication of their compensation claim. Upon allowance of the claim, the sick leave credits will be reimbursed to the employee's credit.

35.03 Employees off work in receipt of compensation benefits shall be entitled to all Collective Agreement service related benefits (i.e., vacation credits) for a period of one (1) year.

ARTICLE 36 – TERM OF AGREEMENT

- 36.01 (a) This Agreement shall be binding and in effect from **April 1, 2012 to March 31, 2017**, and shall continue from year to year thereafter unless either Party gives to the other Party notice in writing not less than thirty (30) days and not more than ninety (90) days prior to the expiry date of this Agreement in any year it desires amendments.
- (b) Within thirty (30) days of receipt of such notice by one Party, the other Party is required to enter into negotiations for a renewal or revision of this Agreement, both Parties shall thereupon enter into such negotiations in good faith and make every reasonable effort to consummate a revision or new agreement.
- (c) However, any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement.
- 36.02 Should the Parties fail to conclude a new contract 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.
- 36.03 Changes in wages and benefits shall be adjusted retroactively, unless otherwise specified.

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

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

ARTICLE 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%


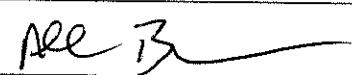
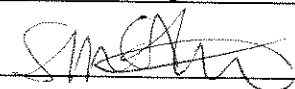
LONG SERVICE STEP

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.

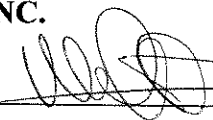


Note: For the purpose of #1 and #2 continuous service shall be calculated based on continuous calendar years of service in an EFT position (full-time, part-time, or term).

IN WITNESS WHEREOF the Parties to this Agreement have hereunto set their hands and seals this 13 day of APRIL, 2016.

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

**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**

MK:cbc/cope 491
16-Mar-16

APPENDIX '1'

LIST AND ORDER OF ARBITRATORS

- Joy Cooper
- Blair A. Graham, Q.C.

MK:cbc/cope 491
16-Mar-16

LETTER OF UNDERSTANDING #1

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: GENERAL WAGE STANDARDIZATION FUND

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

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

Phase I

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

Phase II

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

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

Principles:

- i) Distribution of General Wage Standardization Fund:

Phase I

Salaries are to be increased in accordance with the following:

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

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

Phase II

Salaries are to be increased in accordance with the following:

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

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

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

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

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

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

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

Calculation = $10.08\% \times \$1.50 \times 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 13 day of APRIL, 2016.

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

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FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.

[Signature]

MK:cbc/cope 491
16-Mar-16

LETTER OF UNDERSTANDING #2

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: REPRESENTATIONAL ABORIGINAL WORK FORCE

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

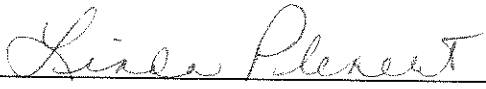
- (a) Identify provisions in the collective agreement that may be discouraging the recruitment and retention of Aboriginal workers in health care;
- (b) Develop strategic initiatives and programs that:
 - Foster mutual respect, trust, fairness, open communication and understanding;
 - Focus on recruiting, training and career development of Aboriginal workers;
 - Identify workplace barriers that may be discouraging or preventing Aboriginal workers from entering and remaining in the 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.

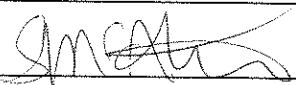
This Letter of Understanding shall be attached to and form part of the Collective Agreement.

Signed this 13 day of APRIL, 2016.


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







FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.



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16-Mar-16

LETTER OF UNDERSTANDING #3

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: MAINTENANCE OF WAGE STANDARDIZATION

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

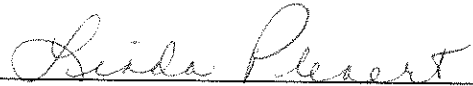
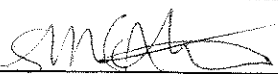
AND WHEREAS Phase II of the Wage Standardization initiative will be concluded on March 31, 2009;

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


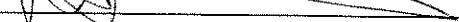


THEREFORE the Parties agree to establish a joint committee within sixty (60) days of ratification of the final facility support Collective Agreement in 2008. The mandate of the joint committee is to develop a process, including a dispute resolution mechanism, to deal with changes in job content or qualification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

Signed this 13 day of APRIL, 2016.

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


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**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**

LETTER OF UNDERSTANDING #4

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

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

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

Signed this 13 day of APRIL, 2016.

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

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**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**

[Signature]

MK:cbc/cope 491
16-Mar-16

LETTER OF UNDERSTANDING #5

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: PROVINCIAL FACILITY SUPPORT SECTOR ADVISORY COMMITTEE

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

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

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


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

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


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

Signed this 13 day of APRIL, 2016.

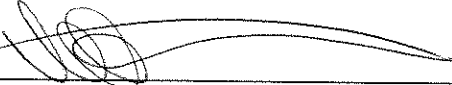
FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348



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FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.



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16-Mar-16

LETTER OF UNDERSTANDING #6

BETWEEN

CUPE LOCAL 2348

AND

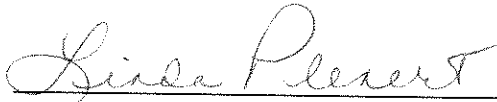
SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: PENSION OR BENEFIT PLAN IMPROVEMENTS

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

Signed this 13 day of APRIL, 2016.

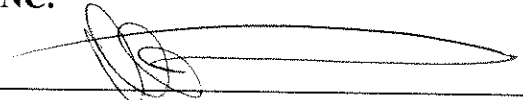
**FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348**



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**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**



MK:cbc/cope 491
16-Mar-16

LETTER OF UNDERSTANDING #7

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

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

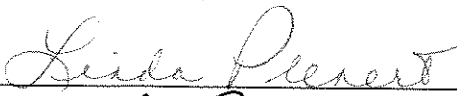
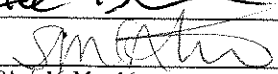
For the continued maintenance of wage standardization, and to ensure the salary scales of Professional/Technical classifications as represented by CUPE maintain an appropriate relationship to salary scales of the same classifications represented by the MAHCP, application of current and future wage adjustment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

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

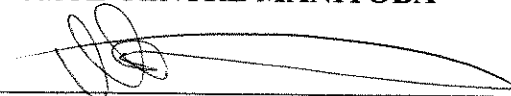
Stand. Group #	SERC Classification Title	MAHCP Comparable Classification
42	Professional Education & Training Coord.	Social Worker (BSW)
42	Multicultural Health Resource Coordinator	Social Worker (BSW)
42	Health Promotion Coordinator	Social Worker (BSW)
42A	Brandon Assiniboine Program – Regional Development Coordinator	Social Worker (BSW) (same adjustment pattern)
42B	Sexuality & Reproductive Health Facilitator	Social Worker (BSW) (same adjustment pattern)
42B	Sexuality & Reproductive Health Facilitator-Brandon	Social Worker (BSW) (same adjustment pattern)
51	Program Evaluation & Research Coordinator	Social Worker (MSW)
51	Special Projects Coordinator	Social Worker (MSW)

Signed this 13 day of APRIL, 2016.

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


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**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**



LETTER OF UNDERSTANDING #8

BETWEEN

CUPE LOCAL 2348

AND

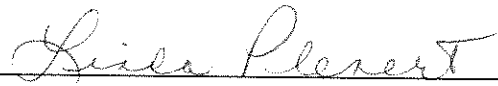

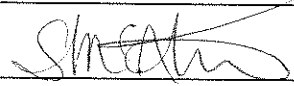
SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

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

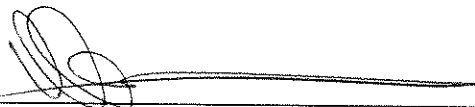
The Parties agree that the issue be referred to the Maintenance of Wage Standardization Committee (MWSC) for review. In applying the MWSC Terms of Reference, if the Committee determines that the Medical Assistants should be slotted into another classification group, such slotting and relevant wage increase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

Signed this 13 day of APRIL, 2016.

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

**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**



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16-Mar-16

LETTER OF UNDERSTANDING #9

BETWEEN

CUPE LOCAL 2348

AND

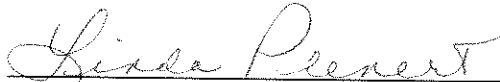


SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: MILEAGE RATES

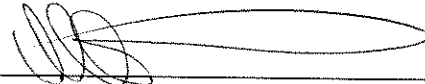
The Employer and the Union mutually agree that where an employee is required and authorized to use her privately owned vehicle on the Employer's business, she shall be reimbursed in accordance with the prevailing Province of Manitoba mileage rates on a per kilometre basis. There shall be no minimum payment per return trip, as indicated in Article 30.05 (a) of the collective agreement.

Signed this 13 day of APRIL, 2016.

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

**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**



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16-Mar-16

LETTER OF UNDERSTANDING #10

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

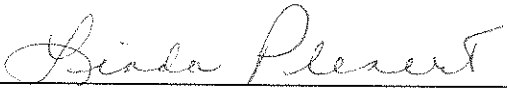
RE: ARTICLE 22.04 – ACCUMULATION OF SICK LEAVE


The Parties recognize that when SERC moved their payroll system over to Ceridian, SERC discovered that the program Ceridian was using was unable to cap sick time at seventy-five (75) days, as set out under Article 22.04 of the Collective Agreement. Since that time sick leave has accrued for employees without a cap. The Parties also recognize that the removal of the cap is consistent with other health care workers.

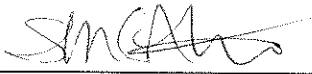
Therefore the Parties agree that the cap on sick time will be removed and employees will continue to accrue sick time in accordance with Article 22.02. Further the parties agree that this Letter of Understanding will apply when interpreting Article 22.04 with respect to the cap on sick time and it is further agreed that this Letter of Understanding will form part of the Collective Agreement. Finally, the Parties agree to amend the Collective Agreement in the next round of bargaining and remove the cap.

Signed this 13 day of APRIL, 2016.

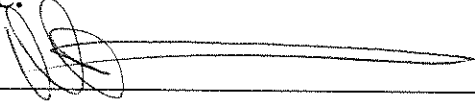
FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348







FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.



LETTER OF UNDERSTANDING #11

BETWEEN

CUPE LOCAL 2348

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: EMPLOYMENT EQUITY VALUES STATEMENT (SERC)

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

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

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

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

Sexuality Education Resource Centre Manitoba Inc. ("SERC") appreciates diversity and values equitable hiring practices. SERC believes:

- **that building a more diversified organization will enhance SERC's ability to respond to the changing health care needs of the citizens in our many diverse client communities;**
- **that the state of health of the individual is influenced and impacted by (World Health Organization definition):**
 - **the social and economic environment;**
 - **the physical environment; and**
 - **the person's individual characteristics and behaviours;**
- **that the incorporation of equity principles into programs, policies and services reflects a broadening of SERC's vision of holistic population and community based health service provision;**
- **that staff, volunteers, clients and members of the Board of Directors should reflect the diversity that exists in the communities we serve;**

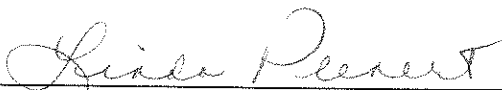
- that the widest possible access to services should be provided;
- it is expected that this Employment Equity Values Statement which is agreed to by the Employer and Union will, over time, result in:
 - increased organizational diversity;
 - improved human resource planning and decision making processes;
 - enhanced cultural competence;
 - greater ability to respectfully and effectively respond to the diversity and cultural context of those we employ and those we serve.

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

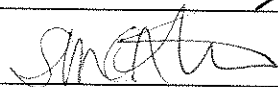
- ensure that current and future employment practices are non-discriminatory;
- enhance the equality of treatment of individuals from equity member groups;
- work to redress disparities in the Employer's work force distribution so as to pursue a work force composition which reflects the diversity of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

Signed this 13 day of APRIL, 2016.

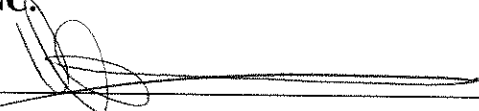
FOR THE UNION:
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 2348



 All B _____



FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.



MK:cbc/cope 491
 16-Mar-16

LETTER OF UNDERSTANDING #12

BETWEEN

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

AND

SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

RE: CLASSIFICATION REVIEW




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

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

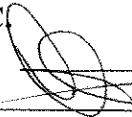
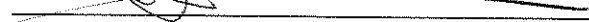


Any Reclassification (increase) which may apply will take effect April 1, 2015.

Signed this 13 day of APRIL, 2016.

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

**FOR THE EMPLOYER:
SEXUALITY EDUCATION
RESOURCE CENTRE MANITOBA
INC.**

MK:cbc/cope 491
16-Mar-16

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

SCHEDULE "A" – EFFECTIVE APRIL 1, 2012

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
16H	Secretary/	Resource /Admin Asst. - Brandon	1820	Hourly	17,998	18,538	19,095	19,667	20,257
				Monthly	2,729.70	2,811.60	2,896.08	2,982.83	3,072.31
				Annual	32,756.36	33,739.16	34,752.90	35,793.94	36,867.74
55	Finance Officer	Finance Officer	1820	Hourly	26,371	27,162	27,977	28,816	29,680
				Monthly	3,999.60	4,119.57	4,243.18	4,370.43	4,501.47
				Annual	47,995.22	49,434.84	50,918.14	52,445.12	54,017.60
	No Match	Agency Administrative Coordinator	1820	Hourly	23,898	25,305	26,730		
				Monthly	3,624.53	3,837.93	4,054.05		
				Annual	43,494.36	46,055.10	48,648.60		

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)	Health Promotion Coordinator ^P Multicultural Health Resource Coordinator ^P Professional Education and Training Coordinator ^P	1820	Hourly	27,030	28,251	29,524	30,886	32,283	33,697	35,012	35,330
				Monthly	4,099.59	4,284.72	4,477.79	4,684.31	4,896.18	5,110.64	5,310.09	5,358.40
				Annual	49,195.07	51,416.62	53,733.42	56,211.70	58,754.17	61,327.69	63,721.09	64,300.80
42A	Team Leader / Coordinator	Brandon Assiniboine Program - Regional Development Coordinator ^P	1820	Hourly	32,000	32,960	33,949	34,967	36,016	37,097		
				Monthly	4,853.33	4,998.93	5,148.90	5,303.37	5,462.47	5,626.35		
				Annual	58,240.01	59,987.21	61,786.83	63,640.43	65,549.65	67,516.14		
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator ^P Sexuality and Reproductive Health Facilitator - Brandon ^P	1820	Hourly	27,806	28,640	29,500	30,385	31,296	32,235		
				Monthly	4,217.28	4,343.80	4,474.12	4,608.34	4,746.59	4,888.99		
				Annual	50,607.40	52,125.62	53,689.39	55,300.07	56,959.07	58,667.85		
51	Social Worker (MSW)	Program Evaluation and Research Coordinator ^P Special Projects Coordinator ^P	1820	Hourly	28,214	29,363	30,569	31,867	33,207	34,565	35,830	36,087
				Monthly	4,279.20	4,453.46	4,636.34	4,833.21	5,036.45	5,242.28	5,434.14	5,473.14
				Annual	51,350.37	53,441.49	55,636.13	57,998.47	60,437.41	62,907.41	65,209.71	65,677.63

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

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

Addition of 20 Year Scale

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Year 20 Note 1
42	Counsellor / Coordinator (BSW)	Health Promotion Coordinator ^P	1820	Hourly	27,030	28,251	29,524	30,886	32,283	33,697	35,012	35,330	36,037
		Multicultural Health Resource Coordinator ^P		Monthly	4,099.59	4,284.72	4,477.79	4,684.31	4,896.18	5,110.64	5,310.09	5,358.40	5,465.57
		Professional Education and Training Coordinator ^P		Annual	49,195.07	51,416.62	53,733.42	56,211.70	58,754.17	61,327.69	63,721.09	64,300.80	65,586.82
42A	Team Leader / Coordinator	Brandon Assiniboine Program	1820	Hourly	32,000	32,960	33,949	34,967	36,016	37,097			37,839
		- Regional Development Coordinator ^P		Monthly	4,853.33	4,998.93	5,148.90	5,303.37	5,462.47	5,626.35			5,738.87
				Annual	58,240.01	59,987.21	61,786.83	63,640.43	65,549.65	67,516.14			68,866.46
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator ^P	1820	Hourly	27,806	28,640	29,500	30,385	31,296	32,235			32,860
		Sexuality and Reproductive Health Facilitator		Monthly	4,217.28	4,343.80	4,474.12	4,608.34	4,746.59	4,888.99			4,986.77
		- Brandon ^P		Annual	50,607.40	52,125.62	53,689.39	55,300.07	56,959.07	58,667.85			59,841.20
51	Social Worker (MSW)	Program Evaluation and Research Coordinator ^P	1820	Hourly	28,214	29,363	30,569	31,867	33,207	34,565	35,830	36,087	38,097
		Special Projects Coordinator ^P		Monthly	4,279.20	4,453.46	4,636.34	4,833.21	5,036.45	5,242.28	5,434.14	5,473.14	5,664.82
				Annual	51,350.37	53,441.49	55,636.13	57,998.47	60,437.41	62,907.41	65,209.71	65,677.63	67,977.85
													69,337.41

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA INC.

SCHEDULE "A" – EFFECTIVE APRIL 1, 2013

General Increase 0%

Stand. Group #	Occupational Group	Employer Classification	Annual Hours	Start	Step 1	Step 2	Step 3	Step 4	Step 5
16H	Secretary I	Resource / Admin Asst. - Brandon	1820	Hourly	17,998	18,538	19,095	19,667	20,257
				Monthly	2,729.70	2,811.60	2,896.08	2,982.83	3,072.31
				Annual	32,756.36	33,739.16	34,752.90	35,793.94	36,867.74
55	Finance Officer	Finance Officer	1820	Hourly	26,371	27,162	27,977	28,816	29,680
				Monthly	3,999.60	4,119.57	4,243.18	4,370.43	4,501.47
				Annual	47,995.22	49,434.84	50,918.14	52,445.12	54,017.60
No Match		Agency Administrative Coordinator	1820	Hourly	23,898	25,305	26,730		
				Monthly	3,624.53	3,837.93	4,054.05		
				Annual	43,494.36	46,055.10	48,648.60		

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
42	Counsellor / Coordinator (BSW)	Health Promotion Coordinator P*	1820	Hourly	29,162	30,479	31,853	33,322	34,829	36,354	37,773	38,117	38,879
				Monthly	4,422.94	4,622.68	4,830.97	5,053.78	5,282.37	5,513.74	5,728.92	5,781.04	5,896.67
				Annual	53,075.33	55,472.11	57,971.64	60,645.40	63,388.40	66,164.91	68,747.09	69,372.53	70,759.98
42A	Team Leader / Coordinator	Brandon Assiniboine Program - Regional Development Coordinator P*	1820	Hourly	34,524	35,560	36,627	37,725	38,857	40,023			40,823
				Monthly	5,236.14	5,393.23	5,555.02	5,721.67	5,893.32	6,070.12			6,191.53
				Annual	62,833.69	64,718.70	66,660.27	68,660.07	70,719.88	72,841.47			74,298.30
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator P* Sexuality and Reproductive Health Facilitator - Brandon P*	1820	Hourly	29,999	30,899	31,826	32,781	33,765	34,778			35,473
				Monthly	4,549.92	4,686.42	4,827.01	4,971.82	5,120.98	5,274.61			5,380.10
				Annual	54,599.06	56,237.03	57,924.14	59,661.86	61,451.72	63,295.27			64,561.18
51	Social Worker (MSW)	Program Evaluation and Research Coordinator P* Special Projects Coordinator P*	1820	Hourly	30,440	31,679	32,980	34,381	35,827	37,291	38,856	38,933	41,102
				Monthly	4,616.72	4,804.72	5,002.04	5,214.43	5,433.70	5,655.77	5,862.76	5,904.83	6,233.87
				Annual	55,400.63	57,656.69	60,024.42	62,573.09	65,204.41	67,869.24	70,353.13	70,857.95	74,806.40

* 5.0% MA - Social Worker

** 4.1% MA - Occupational Therapist/Physiotherapist

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA 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
16H	Secretary I	Resource / Admin Asst. - Brandon	1820	Hourly	18,448	19,002	19,572	20,159	20,764
				Monthly	2,797.95	2,881.97	2,968.42	3,057.45	3,149.21
				Annual	33,575.36	34,583.64	35,621.04	36,689.38	37,790.48
55	Finance Officer	Finance Officer	1820	Hourly	27,030	27,841	28,676	29,536	30,422
				Monthly	4,099.55	4,222.55	4,349.19	4,479.63	4,614.00
				Annual	49,194.60	50,670.62	52,190.32	53,755.52	55,368.04
	No Match	Agency Administrative Coordinator	1820	Hourly	24,495	25,937	27,398		
				Monthly	3,715.08	3,933.78	4,155.36		
				Annual	44,580.90	47,205.34	49,864.36		

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

Stand. Group #	Occupational Group	Employer Classification ¹	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)	Health Promotion Coordinator ^P	1820	Hourly									
		Multicultural Health Resource Coordinator ^P		Monthly					To be determined				
		Professional Education and Training Coordinator ^P		Annual									
42A	Team Leader / Coordinator	Brandon Assiniboine Program - Regional Development Coordinator ^P	1820	Hourly									
				Monthly					To be determined				
				Annual									
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator ^P	1820	Hourly									
		Sexuality and Reproductive Health Facilitator - Brandon ^P		Monthly					To be determined				
				Annual									
51	Social Worker (MSW)	Program Evaluation and Research Coordinator ^P	1820	Hourly									
		Special Projects Coordinator ^P		Monthly					To be determined				
				Annual									

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA 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
16H	Secretary I	Resource / Admin Asst. - Brandon	1820	Hourly 18,448 Monthly 2,797.95 Annual 33,575.36	19,002 2,881.97 34,583.64	19,572 2,968.42 35,621.04	20,159 3,057.45 36,689.38	20,764 3,149.21 37,790.48	21,387 3,243.70 38,924.34	21,814 3,308.46 39,701.48	
55	Finance Officer	Finance Officer	1820	Hourly 27,030 Monthly 4,099.55 Annual 49,194.60	27,841 4,222.55 50,670.62	28,676 4,349.19 52,190.32	29,536 4,479.63 53,755.52	30,422 4,614.00 55,368.04	31,335 4,752.48 57,029.70	31,962 4,847.57 58,170.84	
	No Match	Agency Administrative Coordinator	1820	Hourly 24,495 Monthly 3,715.08 Annual 44,580.90	25,937 3,933.78 47,205.34	27,398 4,155.36 49,864.36				27,946 4,238.48 50,861.72	

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA 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
16H	Secretary ¹	Resource / Admin Asst - Brandon	1820	Hourly Monthly Annual	18,910 2,868.02 34,416.20	19,477 2,954.01 35,448.14	20,061 3,042.59 36,511.02	21,283 3,227.92 38,735.06	21,921 3,324.69 39,896.22	22,360 3,391.27 40,695.20	
55	Finance Officer	Finance Officer	1820	Hourly	27,706	28,537	29,393	30,275	31,183	32,118	32,761
				Monthly Annual	4,202.08 50,424.92	4,328.11 51,937.34	4,457.94 53,495.26	4,729.42 56,753.06	4,871.23 58,454.76	4,968.75 59,625.02	
	No Match	Agency Administrative Coordinator	1820	Hourly Monthly Annual	25,108 3,808.05 45,696.56	26,586 4,032.21 48,386.52	28,083 4,259.26 51,111.06				28,644 4,344.34 52,132.08

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

Stand. Group #	Occupational Group	Employer Classification ¹	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)	Health Promotion Coordinator ^P	1820	Hourly										
		Multicultural Health Resource Coordinator ^P	Monthly											
		Professional Education and Training Coordinator ^P	Annual											
42A	Team Leader / Coordinator	Brandon Assiniboine Program	1820	Hourly										
		- Regional Development Coordinator ^P	Monthly											
			Annual											
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator ^P	1820	Hourly										
		Sexuality and Reproductive Health Facilitator	Monthly											
		- Brandon ^P	Annual											
51	Social Worker (MSW)	Program Evaluation and Research Coordinator ^P	1820	Hourly										
		Special Projects Coordinator ^P	Monthly											
			Annual											

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

CUPE LOCAL 2348 AND SEXUALITY EDUCATION RESOURCE CENTRE MANITOBA 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
16H	Secretary I	Resource / Admin Asst - Brandon	1820	Hourly Monthly Annual	19,288 2,925.35 35,104.16	19,866 3,013.01 36,156.12	20,462 3,103.40 37,240.84	21,076 3,196.53 38,358.32	21,709 3,292.53 39,510.38	22,360 3,391.27 40,695.20	22,807 3,459.06 41,508.74
55	Finance Officer	Finance Officer	1820	Hourly Monthly Annual	28,260 4,286.10 51,433.20	29,107 4,414.56 52,974.74	29,981 4,547.12 54,565.42	30,880 4,683.47 56,201.60	31,807 4,824.06 57,888.74	32,761 4,968.75 59,625.02	33,416 5,068.09 60,817.12
	No Match	Agency/Administrative Coordinator	1820	Hourly Monthly Annual	25,610 3,884.18 46,610.20	27,118 4,112.90 49,354.76	28,644 4,344.34 52,132.08				29,217 4,431.25 53,174.94

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

Stand. Group #	Occupational Group	Employer Classification ¹	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)	Health Promotion Coordinator ^P Multicultural Health Resource Coordinator ^P Professional Education and Training Coordinator ^P	1820	Hourly Monthly Annual										
42A	Team Leader / Coordinator	Brandon Assiniboine Program - Regional Development Coordinator ^P	1820	Hourly Monthly Annual										
42B	Health Facilitator	Sexuality and Reproductive Health Facilitator ^P Sexuality and Reproductive Health Facilitator - Brandon ^P	1820	Hourly Monthly Annual										
51	Social Worker (MSW)	Program Evaluation and Research Coordinator ^P Special Projects Coordinator ^P	1820	Hourly Monthly Annual										

¹ Subject to the negotiated settlement at the MAHCP Professional/Technical Central Table.

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

- # 1** Effective Oct 1/12 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 1/12 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).